

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

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PAID EASY CORP. d/b/a PAIDEASY,

Plaintiff,

Index No. _____

Date Filed: _____

-against-

VERIFIED COMPLAINT

MASTERCARD INTERNATIONAL INCORPORATED
d/b/a MASTERCARD,

Defendant.

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Plaintiff Paid Easy Corp. d/b/a PaidEasy ("Plaintiff" and/or "PaidEasy"), by and through its attorneys, Mavrides, Moyal, Packman & Sadkin, LLP, as and for its Verified Complaint against Defendant Mastercard International Incorporated d/b/a Mastercard ("Defendant" and/or "Mastercard"), respectfully alleges as follows:

NATURE OF ACTION

1. This is an action against Defendant Mastercard for injunctive relief, breach of contract, misappropriation of ideas, misappropriation of confidential information and trade secrets, unfair competition, unjust enrichment, breach of the implied covenant of good faith and fair dealing, and attorneys' fees.
2. The claims alleged in this action arise from Defendant Mastercard's conduct in violating both its common law obligations and the express terms of a certain confidentiality agreement with Plaintiff PaidEasy, entered into for the sole purpose of evaluating a business relationship between the two companies, which prohibits Mastercard from using or disclosing PaidEasy's confidential and proprietary information.

PARTIES

3. Plaintiff PaidEasy is a foreign corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 1460 Broadway, 15th Floor, New York, New York 10036.
4. PaidEasy is a leading mobile payments company based in New York City, and is the owner and inventor of the proprietary PaidEasy App (discussed infra).
5. Plaintiff PaidEasy has been engaged in the mobile payments business for approximately three years, with particular focus in the restaurant, bar and hospitality business.
6. Upon information and belief, Defendant Mastercard is a foreign corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 2000 Purchase Street, Purchase, New York 10577.
7. Upon information and belief, Defendant Mastercard is a technology company in the global payments industry.

FACTS

History Of The PaidEasy App

8. Plaintiff PaidEasy began development of its proprietary PaidEasy app¹ (the “PaidEasy App”) in mid-2014.
9. The PaidEasy App was born of the desire to allow people the ability to open, view and pay their bar and restaurant bills in real-time using their smartphones.

¹ For purposes of this lawsuit, an “app” is a software application designed for use on a mobile device such as a smartphone or a tablet computer.

10. PaidEasy began research and development with an app that would allow customers to walk into a restaurant and have their tabs be instantly created in the restaurant's point of sale ("POS") system.²
11. Upon launching the beta testing version of the PaidEasy App in March 2015, Plaintiff quickly learned that it would not be possible for a user to simply have their tab opened in the restaurant's POS system, as there were strict security levels that did not allow all servers, bartenders and other restaurant employees to view every bill.
12. To correct this issue, Plaintiff determined that something would need to be generated by the customer to allow the bar or restaurant to open the tab.
13. PaidEasy spent a significant amount of time, money, labor and skill to learn that something on the consumer side (i.e., a code) was necessary for the PaidEasy App to integrate seamlessly and securely with an establishment's POS system.
14. During re-development, PaidEasy concluded, through a partnership with Quick Check Ltd. and subsidiary MyCheck LLC (collectively, "MyCheck"), that the only way to overcome the POS integration issue would be through the use of a user-specific, four-digit code.

² POS (i.e., point of sale) refers to the point - or time and place - at which a sales transaction takes place. A POS system refers to the combination of computer hardware, software and support that manages the sales transaction, including payment processing, receipt generation and more.

15. Re-development took approximately eight months, after which the PaidEasy App was re-launched in November 2015 using POS integration technology licensed from MyCheck.³
16. In its re-released form, the PaidEasy App allowed customers to walk into a participating restaurant, open a tab, present the four-digit code to their server and then view their bill in real-time. When the customer is ready to close out, they can add a tip and either split the bill with friends or pay directly using Apple Pay or any of the cards stored in the app. If the user forgets or decides not to close out the bill, the app allows the server to force-close the bill, giving the user the ability to just leave at the end of the meal.
17. What differentiates the PaidEasy App is that it is the only consumer-facing app that incorporates the aforementioned features and integrates directly into a merchant's existing POS system without the need for any additional hardware.
18. The PaidEasy App presently operates in over 300 establishments in and around New York City, Washington, D.C., Miami and Montreal, and integrates with 28 different POS systems. With secure, seamless integration into an establishment's POS system without requiring any additional hardware, the PaidEasy App allows its users to open, view, split,

³ MyCheck's technology, which was granted a United States patent on October 25, 2016, consists of a secure, seamless POS integration system (without requiring additional hardware) and the method of allowing a customer to perform a self-open and self-checkout (i.e., without requiring action by the restaurant or other establishment) using a unique, user-specific code between the customer's mobile device and the POS. The user-specific code is essential to providing a seamless and secure transaction without exposing the customer's data or purchase details.

tip and pay their bills without any wait time at restaurants, bars and other hospitality establishments.⁴

19. All told, Plaintiff PaidEasy spent approximately \$200,000.00 in developing the PaidEasy App at the time it began discussions with Defendant Mastercard.

PaidEasy's Introduction To Mastercard
And The Mutual Confidentiality Agreement

20. On April 21, 2016, PaidEasy participated as an exhibitor at TechDay New York ("TechDay") at Pier 92 in New York, New York.
21. The purpose of TechDay, billed as the world's largest startup event, is to give technology exhibitors open access to the resources they need to grow. Attendees typically include industry leaders, new startups, investors and members of the press.
22. At TechDay 2016, Gregg Jackowitz ("Jackowitz"), Plaintiff's President, CEO and founder, was approached at the PaidEasy table separately by two Mastercard representatives, Ranjita Iyer ("Iyer"), Vice President of Investments, M&A and Strategic Partnerships, and Illya Shell ("Shell"), Vice President of Global Commercial Product Management.
23. During his conversations with Iyer and Shell, who were in two different units at Mastercard, Jackowitz introduced them to the PaidEasy App and briefly explained the purpose and concept behind the app.
24. Each expressed keen interest in the PaidEasy App, and both Iyer and Shell gave Jackowitz their business cards and suggested that he contact them.

⁴ The PaidEasy App also integrates with Yelp and Uber, providing users with the ability to decide where they want to go and then making it easy for them to get there.

25. Shell, in particular, indicated that he thought that Mastercard Labs⁵ might be interested in the PaidEasy App.
26. On April 22, 2016, the day after TechDay, Jackowitz e-mailed Iyer to follow-up on their conversation, reminded her what the PaidEasy App was about, and expressed the desire to engage in more substantive communications. Having not heard back, Jackowitz followed up again on April 26, 2016, to which Iyer responded that she “[w]ould love to learn more[,]” then proposed some times later that week for a phone call.
27. Also on April, 26, 2016, Jackowitz followed up by e-mail with Shell, likewise reminding him about the PaidEasy App and expressing the desire to have further discussions. Based on what Shell had said about the potential interest by Mastercard Labs, Jackowitz’s e-mail included a copy of PaidEasy’s investor pitch deck, consisting of a brief PowerPoint presentation summarizing PaidEasy’s business.
28. In the interim, Jackowitz spoke with Iyer on April 28, 2016. During the call, they discussed PaidEasy at length, including what the company does in the mobile payments industry and what differentiates PaidEasy from others in the space, as well as efforts at raising capital.
29. Iyer mentioned that PaidEasy was “a bit too early” for an investment from Mastercard, but that PaidEasy was a great fit for their FastTrack program⁶ and that they should keep

⁵ Upon information and belief, Mastercard Labs is the global research and development arm of Mastercard dedicated to quickly bringing innovative payment solutions to market.

⁶ Upon information and belief, Mastercard’s FastTrack program is a start-up incubation program that fosters connection with and development of early stage startups. Through the program, Mastercard provides nascent companies with direct operational support, small strategic investments, and accelerated access to

the conversation open. Jackowitz mentioned to her that PaidEasy was also in communication with Shell (who ultimately connected PaidEasy to Mastercard Labs).

30. Jackowitz followed up his April 28, 2016 phone call with Iyer by e-mail later that day, reiterating that PaidEasy was in its initial round of funding and was eager to work with Mastercard, and also included PaidEasy's investor pitch deck.
31. Having not yet heard back from Shell, Jackowitz followed up again by e-mail on May 17, 2016, to which Shell responded that there was "an internal call [at Mastercard] to discuss the opportunity later [that] week."
32. Shell and Jackowitz exchanged additional e-mails over the course of the next two weeks, culminating in a June 1, 2016 e-mail from Shell, providing in pertinent part as follows:

I just had a conversation with some folks at MasterCard who were interested in what I had learned about PaidEasy during NY Tech Day. Amongst them was Betty DeVita [("DeVita")], the Chief Commercial Officer of MasterCard Labs. I've copied her on this email so that the two of you can pick-up the conversation directly.

33. Thereafter, using two different e-mail addresses and a cell phone number provided by Shell, Jackowitz tried contacting DeVita several times during June and July 2016, without success.
34. Finally, on July 26, 2016, Jackowitz received an e-mail from Shell apologizing for the lack of a response and for the difficulty in getting connected to the right people at Mastercard. In the e-mail, Shell also advised that he had just sent another follow-up e-mail to try to find out the status from Mastercard's internal team.

Mastercard customers worldwide.

35. Later that day, Jackowitz received a phone call from Michael Minelli ("Minelli"), Global Vice President of Mastercard Digital Payments and Labs,⁷ who wanted to schedule a call with the Mastercard Labs team.
36. During their brief initial call, Minelli indicated that they had been discussing PaidEasy internally at Mastercard Labs and that Mastercard was very intrigued by what PaidEasy was doing.
37. Jackowitz and Minelli then scheduled a conference call with the rest of the team, to be held on August 3, 2016, for an in-depth discussion of the PaidEasy App. Scheduled to participate in the call were Jackowitz and Minelli, as well as Donna Terman ("Terman"), Senior Vice President of Mastercard's Commerce Platform Group and Mastercard Labs, and Tor Opedal ("Opedal"), Mastercard's Vice President of U.S. Market Development.
38. In advance of the conference call, on August 1, 2016, Minelli e-mailed Jackowitz a Mutual Confidentiality Agreement (the "Agreement"), which Minelli termed a "mutual NDA." He requested that Jackowitz sign and return the Agreement via e-mail, which Jackowitz did the next day on August 2, 2016, one day before the scheduled call. A copy of the signed Agreement is annexed hereto and incorporated herein as Exhibit "A".
39. Though Jackowitz requested that Minelli provide Jackowitz with a counter-signed Agreement, Minelli failed to do so.

⁷ Upon information and belief, Mastercard Digital Payments and Labs is synonymous with Mastercard Labs, and is hereinafter collectively referred to as "Mastercard Labs."

Specifics Of The Agreement

40. The general purpose of the Agreement was to protect Confidential Information (as defined therein) shared between PaidEasy and Mastercard during the course of their discussions.
41. Specifically as set forth in the Agreement, the stated purpose of sharing Confidential Information (i.e., the "Permitted Purpose") was to "[d]iscuss details about respective solutions and market approach for mobile food and beverage commerce solutions." (See Ex. "A", at 5).
42. As used in the Agreement, "Confidential Information" of a Discloser (i.e., a party sharing information), subject to certain exceptions, means:

any information related to the fact or substance of discussions or negotiations (whether oral, written or otherwise) between the parties, the terms of any agreement between the parties, and also including, without limitation, all, or any part of, and originals or copies of, any information, in whatever form embodied (e.g., oral, written, electronic) that Discloser has marked or identified as confidential at the time of disclosure, and with respect to technical information that is disclosed orally, that the Discloser has summarized in writing to Recipient [i.e., a party receiving information)] within thirty (30) days of the initial disclosure.

(See Ex. "A", at ¶ 1).

43. With respect to the treatment of Confidential Information, the Agreement provides in pertinent part that:

Recipient shall (a) use the Confidential Information only for the permitted purpose expressly stated on Schedule 1 (the "Permitted Purpose"); and (b) not disclose Confidential Information to any third party except as expressly permitted herein or in writing by Discloser . . . ; [and] (c) limit dissemination of Confidential Information to its officers, employees,

agents, contractors and advisors ("Representatives") that have a "need to know[.]"

(See Ex. "A", at ¶ 2).

44. Significantly, the Agreement does not "convey to Recipient any right, title or interest in any Confidential Information, or any license to use, sell, exploit, copy or further develop any such Confidential Information or any . . . intellectual property rights of Discloser."

(See Ex. "A", at ¶ 4).

45. Moreover, while the Agreement does not limit either party's right to independently develop similar or competing products, processes or services, any such independent development is prohibited if it would otherwise result in a breach of the Agreement.

(See Ex. "A", at ¶ 6).

46. Similarly, although the Agreement also recognizes each party's right to independently develop products or services "related to or similar to the Confidential Information disclosed" thereunder, any such independent development must not be the product of that party's "intention[al] memoriz[ation of such] Confidential Information for the purpose of retaining and subsequently using or disclosing it." (See Ex. "A", at ¶ 6).

47. Finally, in the event that a breach of the Agreement occurs, the parties agreed that the Discloser might suffer irreparable harm warranting injunctive relief, in addition to any other remedies available at law. (See Ex. "A", at ¶ 7).

48. The parties likewise agreed that the prevailing party in any suit to enforce the Agreement would be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party. (See Ex. "A", at ¶ 17).

PaidEasy's Disclosure Of Proprietary Ideas,
Confidential Information And Trade Secrets
To Mastercard Pursuant To The Agreement

49. During the August 3, 2016 conference call with Mastercard, Jackowitz discussed the PaidEasy App in great depth with the Mastercard team.
50. Jackowitz started off by talking to Minelli, Terman and Opedal about the uniqueness of the PaidEasy App, being the only consumer-facing app that allowed users to discover where they wanted to go, get there, open and see their tabs in real-time, and seamlessly make payment.
51. Jackowitz also disclosed proprietary details of the technology used in the PaidEasy App, how the app integrated into a restaurant's POS system and why a four-digit code was needed to integrate, as well as PaidEasy's market strategy.
52. The Mastercard team mentioned that they were thinking of using their Qkr! with Masterpass⁸ ("Qkr!") app as a branded restaurant app so that restaurants could put their name on the Qkr! app.
53. At the time, Qkr! was the Mastercard app that enabled users to order and pay their bill using their mobile devices, but it was limited to only one restaurant in the United States, Streetbird Rotisserie in New York City, where it launched in April 2015 on an order-ahead basis only.

⁸ Upon information and belief, Masterpass is Mastercard's digital wallet service that simplifies the checkout process across online, in-app and in-store purchases with just one secure account, using any of the credit or debit cards loaded into a user's account.

54. Significantly, the original Qkr! app did not integrate with a restaurant's POS system, did not allow users to split the bill and did not have an "open tab" feature to allow users the ability to leave without closing out the bill.
55. In fact, in addition to the lack of an open tab feature, Qkr!'s inability-of-integration issue, which required each restaurant to have its own app (which PaidEasy had already overcome and shared with Mastercard under the Agreement), resulted in its failure to gain any real traction as a universal, stand-alone app.
56. Opedal led most of the discussion on the Mastercard side, asking detailed questions about why PaidEasy was not building white-labeled (i.e., restaurant-specific) apps.
57. Notably, Opedal mentioned Qkr!, but acknowledged that it "didn't work" and that restaurants were not buying in.
58. Jackowitz explained at length the reasoning behind why restaurant-specific apps would never gain traction, as the volume of consumer app downloads was down considerably and consumers rarely download apps for establishments they visit only once per month.
59. Jackowitz reasoned that a successful app, like the PaidEasy app, would need to work with any restaurant and would need to be integrated into each restaurant's systems so that the consumer only needs to download a single app that can be used universally at every establishment.
60. Jackowitz explained that PaidEasy had built an app that would work with any and every establishment so the consumer would not have to download an endless number of apps and then wonder which restaurants accept which apps.

61. Significantly, at no point during the conference call did the Mastercard people make any mention of the re-launch of Qkr! (discussed infra), but they did disclose that Qkr! had failed with restaurants because they were not able to integrate Qkr! into the restaurants' POS systems and because the security levels for the POS systems were too high.
62. In fact, when Mastercard first launched Qkr!, they claimed to integrate with POS systems but were not able to do so, as they ran into too many roadblocks, including security issues and outdated systems on the restaurants' end. The roadblocks were similar to the ones PaidEasy ran into, but PaidEasy not only overcame them, but also shared with Mastercard how it did so.
63. The Mastercard team informed Jackowitz that they were going to be moving away from Qkr! as a direct focus, and instead wanted to partner with a company like PaidEasy and use Masterpass inside of that company's app.
64. Opedal and his team also introduced Jackowitz to the Mastercard FastTrack program (i.e., the same startup incubation program previously mentioned by Iyer) and indicated that they thought PaidEasy would be a great fit. At that point, Jackowitz shared Iyer's comments about FastTrack likewise being a great fit, and also disclosed that PaidEasy was in the process of raising money but that Iyer said that PaidEasy was too early for an investment from Mastercard.
65. In any event, PaidEasy's goal, which was achieved, was to build an app accepted everywhere. The Mastercard team was intrigued and wanted to learn more.

66. At the conclusion of the conference call, which lasted approximately 45 minutes, Jackowitz and the Mastercard team scheduled an in-person meeting at Mastercard's Manhattan offices to dive more deeply into the PaidEasy App and to explore a potential business relationship with Mastercard.
67. All disclosures made to the Mastercard team during the conference call were identified by Jackowitz as confidential at the time of disclosure.
68. The face-to-face meeting was originally scheduled for August 12, 2016, but had to be rescheduled for August 18, 2016 because certain members of the Mastercard team were unavailable.
69. When Jackowitz arrived at Mastercard on the day of the meeting, he was given a tour of the facility by Opedal (and joined later by Minelli) and shown different products and technologies that Mastercard was working on.
70. Jackowitz was also given an idea of Mastercard's reach, having been shown a real-time interactive map that allows you to zoom in to a particular street and see exactly which merchants accept Mastercard.⁹
71. Present at the August 18, 2016 meeting at Mastercard's offices were Jackowitz, Minelli and Opedal.
72. During the meeting, Jackowitz went into even further detail of how the PaidEasy App worked and also PaidEasy's market approach. Not only did Jackowitz reiterate

⁹ Opedal told Jackowitz that the interactive merchant map was one of the benefits of working with Mastercard, as it would allow PaidEasy to target restaurants that accept Mastercard.

everything he disclosed on the August 3, 2016 conference call, Jackowitz also brought his laptop computer and gave Minelli and Opedal a live, end-to-end demonstration of how the PaidEasy App works on both the consumer side and the restaurant side, including showing (a) a bill being opened and a 4-digit code being prompted, (b) the code being entered into the restaurant's physical POS system, (c) the menu items on the bill in real-time and (d) the closing process of the bill.

73. Jackowitz explained and demonstrated a key feature of the PaidEasy App being the ability to just leave at the end of a meal without having to wait for a check.
74. Finally, they discussed bill-splitting in detail and Jackowitz explained why it was important and how the next version of the PaidEasy App would include itemized bill-splitting (i.e., the ability for each person to pay for only those items that they ordered).
75. At the end of the demonstration, Minelli mentioned that he worked closely with the FastTrack team, but that Mastercard's real interest would be in licensing or potentially acquiring PaidEasy's technology.
76. The meeting concluded with the Mastercard team telling Jackowitz how they wanted to work with PaidEasy, stating that their immediate interest in working with PaidEasy was to integrate Masterpass into the PaidEasy App and to begin helping PaidEasy reach out to merchants that accept Mastercard so that PaidEasy could integrate the PaidEasy App with those merchants as well.
77. Throughout the meeting, Minelli took handwritten notes and Opedal appeared to be taking notes on a laptop computer.

78. All disclosures made to the Mastercard team during the meeting, including the demonstration of the PaidEasy App, were identified by Jackowitz as confidential at the time of disclosure.
79. The ideas, concepts, knowledge, know-how, technology, creation, functionality, organization, compilation, methods, processes and other technical and operational aspects of PaidEasy and the PaidEasy App that were shared with Mastercard during the August 3, 2016 conference call and the August 18, 2016 meeting, separately and in combination, constitute Confidential Information under the terms of the Agreement between PaidEasy and Mastercard.
80. Moreover, separate and apart from constituting Confidential Information pursuant to the Agreement, such information likewise constitutes PaidEasy's confidential and proprietary business information and trade secrets ("Trade Secrets").
81. Plaintiff PaidEasy is the sole owner of such Confidential Information and Trade Secrets, all of which is of great value to Plaintiff and was developed at great effort and expense to Plaintiff in the years since PaidEasy was founded.
82. The Confidential Information and Trade Secrets created by Plaintiff PaidEasy provide Plaintiff with a competitive advantage over other companies in the mobile payments industry, an advantage that would be lost if such information became known to the public or Plaintiff's competitors, who otherwise would have to invest significant time, money, labor, skill and other resources to develop it independently.

83. Plaintiff PaidEasy's Confidential Information and Trade Secrets are not known outside of Plaintiff's business, and Plaintiff has undertaken extensive research and significant effort, time, expense and other resources to develop such information and to maintain its confidentiality. Plaintiff's information cannot be easily duplicated by others without using improper or unlawful means.
84. PaidEasy has taken all reasonable steps to preserve the confidentiality of its Confidential Information and Trade Secrets to prevent unauthorized disclosure and use of the same, including requiring all potential partners and/or investors to sign confidentiality and non-disclosure agreements, restricting access to certain information even within the company, and using encryption cards, security keyfobs and password-protected computer systems.
85. In recognition of the proprietary and confidential nature of the information to be exchanged between the parties, the main purpose of the Agreement between PaidEasy and Mastercard was to protect Plaintiff PaidEasy's Confidential Information and Trade Secrets and to protect PaidEasy from improper use and unfair competition by Defendant Mastercard.
86. Plaintiff PaidEasy would never have disclosed its proprietary ideas, Confidential Information and Trade Secrets to Defendant Mastercard had the parties not entered into the Agreement, and PaidEasy has never granted Mastercard a license or other permission to use or disclose the same.

Defendant Mastercard's Breaches Of The
Agreement And Misappropriation Of PaidEasy's
Ideas, Confidential Information And Trade Secrets

87. On August 19, 2016, the day after the meeting at Mastercard, Jackowitz followed up by e-mail with Minelli and Opedal, with Jackowitz thanking them for their time and expressing his excitement at the potential of doing business together.
88. After not receiving a response from either of them, Jackowitz followed up again by e-mail on August 24, 2016, this time only with Minelli.
89. Still having not received a response, Jackowitz followed up again four more times, twice by telephone (on August 25, 2016 and January 6, 2017) and twice by e-mail (on September 14, 2016 and October 6, 2016).
90. Finally, after not receiving responses to any of his several calls or e-mails, Jackowitz attempted to contact Minelli and Opedal by telephone on February 8, 2017, but neither of them answered the call.
91. Approximately a month and a half later, on March 20, 2017, Jackowitz received an e-mail from some potential investors which included a link to a February 27, 2017 PCMag.com article entitled "*MasterCard Makes it Easier to Open, Close a Bar Tab.*"¹⁰
92. Upon reading the PCMag.com article, it became quickly apparent to Jackowitz that Mastercard had, upon information and belief, copied the PaidEasy App and wholly misappropriated PaidEasy's ideas, Confidential Information and Trade Secrets as a result of the disclosures made to Mastercard pursuant to the Agreement.

¹⁰ The article is available at pcmag.com/news/351961/mastercard-makes-it-easier-to-open-close-a-bar-tab.

93. To be sure, the PCMag.com article reads, in pertinent part, as follows:

At Mobile World Congress [in Barcelona, Spain, Mastercard] announced an expanded rollout of Qkr! with Masterpass, its mobile order-ahead and payment platform, along with a new “Open a Tab” feature letting consumers virtually open and close a bar tab without handing a credit card or driver's license over to the bartender.

...

[T]he company also announced a new partnership with Oracle to integrate the Qkr! app with Oracle retail, hospitality management, and point-of-sale (POS) systems in stores, restaurants, and hotels. . . . The Oracle integration will give consumers with the Qkr! app the ability to order ahead, split bills, and pay their check via app at restaurants[.]

James Anderson, Executive Vice President of Digital Payment Products at MasterCard, . . . explained how the “Open a Tab” functionality works as an extension of the Qkr! experience, which embeds within an establishment's existing app or website to add features like ordering ahead, paying at the table, and now opening and closing a tab.

...

With Qkr!, you go into the app and it generates a four-digit number that they will then tell the wait staff. The bartender enters it into their system and authorizes the tab, and then they can pour drinks. When you leave, you close the tab out right from your phone, and you're done.

“Open a Tab” is the flashiest new Qkr! app feature, but MasterCard’s global partnership with Oracle has deeper implications. MasterCard and Oracle are already working with UK-based partner chains including Wagamama, Carluccio’s, and Geronimo Pubs to let customers order additional items during meals, split the bill, and pay at the table using the app.

...

Mastercard is integrating its software development kit (SDK) into Oracle’s MICROS Systems restaurant and retail POS to minimize IT strain and give managers in an establishment the ability to turn features on and off. Anderson said the biggest change will be training managers and staff on

this “new normal” of payments, where consumers are doing it all from an app.

94. Thus, the “expanded” Qkr! is not only a virtual replica of the PaidEasy App, but it incorporates several very significant features that were shared with Mastercard and were not, upon information and belief, previously within Mastercard’s sphere of ideas or technical capabilities, those being POS integration, the Open Tab feature, real-time bill viewing and bill-splitting.
95. Moreover, as evidenced by its partnership with Oracle¹¹ (whereby Oracle, through its previous acquisition of MICROS Systems, Inc., would be providing the important POS integration piece for the relaunched Qkr!), upon information and belief, Defendant Mastercard simply took the ideas, Confidential Information and Trade Secrets learned from Plaintiff PaidEasy and found a partner (other than PaidEasy) who could help bypass PaidEasy and implement PaidEasy’s proprietary information.¹²
96. The official announcement of the Qkr! relaunch was confirmed in Defendant Mastercard’s own February 27, 2017 press release which, not coincidentally, quotes

¹¹ Upon information and belief, Oracle is a multinational computer technology corporation, with offices in more than 145 countries around the world.

¹² Notwithstanding Mastercard’s partnership with Oracle on Qkr!, it is not suggested or alleged at this time that Oracle had any knowledge or role in Mastercard’s breach of the Agreement or misappropriation of PaidEasy’s ideas, Confidential Information and Trade Secrets. Upon information and belief, it is suspected that Mastercard presented PaidEasy’s proprietary information as its own when approaching any potential partners in Qkr!, including Oracle.

DeVita, the Chief Commercial Officer of Mastercard Labs who Jackowitz had initially been placed in contact with.¹³

97. Significantly, the Mastercard press release states, in pertinent part, as follows:

At Mobile World Congress, Mastercard today announced that it will expand Qkr! with Masterpass . . . and add new functionality to eliminate the traditional “open tab” at a bar, club or restaurant.

. . .

Mastercard is also partnering with Oracle to integrate Qkr! with Masterpass in Oracle point-of-sale software and systems to scale these digital payment platforms to merchants worldwide.

. . .

Mastercard is adding a new feature to Qkr[!] called “Open Tab” that enables customers to open a tab at the bar without depositing a payment card or an identity document like a driver’s license with the bartender.

. . .

With “Open Tab,” customers are able to see their order on the phone and pay via their mobile device when they are ready. Bills can be easily split between multiple customers who can either select and pay for individual items or choose to pay for one or more rounds. . . . The feature will be available to restaurants in summer of 2017.

98. Finally, on March 27, 2017, PaidEasy received a Google Alert notification which included a link to a same-day Omaha World-Herald article announcing the launch of

¹³ The press release is available at newsroom.mastercard.com/press-releases/mastercard-expands-mobile-order-ahead-platform-for-retailers-and-on-the-go-consumers/.

Mastercard's updated Qkr! app with the new "Open Tab" feature, entitled "Would you like to pay your tab? There's an app for that[.]"¹⁴

99. Much like the PCMag.com article and the Mastercard press release, the Omaha World-Herald article likewise touts the rollout of the upgraded Qkr! app with, conveniently, all the features shared and disclosed by PaidEasy to Mastercard during the August 2016 talks pursuant to the Agreement.
100. Interestingly, the Omaha World-Herald article contains a quote from DeVita alluding to Mastercard's supposed expertise in implementing the features of its newly incarnated Qkr! app, with DeVita stating, "[w]e heard from so many bars and pubs who always have a number of credit cards left at the end of the evening, and we thought, 'we know how to address this[.]'"
101. Notwithstanding DeVita's press quote, upon information and belief, the reality is that Mastercard's "expertise" in this area did not exist prior to its meetings with PaidEasy and its apparent cloning of the PaidEasy App.
102. In addition to the articles and the press release referenced above, Jackowitz read several other articles announcing a Summer 2017 launch of Mastercard's revamped Qkr! app containing all the features of the PaidEasy App that, not coincidentally, PaidEasy shared with Mastercard pursuant to the Agreement.

¹⁴ The article is available at omaha.com/money/would-you-like-to-pay-your-tab-there-s-an/article_0c3eed0b-27d3-5e31-9943-3cec8a6c3be8.html.

103. Most recently, Jackowitz learned on August 21, 2017 that Defendant Mastercard, in partnership with Oracle and TGI Fridays,¹⁵ did in fact launch the updated Qkr! app in London, United Kingdom on July 19, 2017, at TGI Fridays' Leicester Square location.¹⁶
104. Significantly, Defendant Mastercard's apparent test launch of the updated Qkr! app in the United Kingdom is being marketed as "Qkr! with Bar Tab" (as opposed to Open Tab), and has been limited to just one TGI Fridays location, with plans to expand to 80 additional locations in the United Kingdom by the end of 2017.
105. The official announcement of the Qkr! with Bar Tab launch was confirmed in identical July 19, 2017 press releases by both Mastercard and Oracle, which again quote DeVita, the Chief Commercial Officer of Mastercard Labs who Jackowitz had initially been in contact with.
106. Significantly, the press releases state, in pertinent part, as follows:

Today TGI Fridays, Oracle and Mastercard announced the launch of Bar Tab at their Leicester Square location. Bar Tab is a new function within Mastercard's Qkr! payment app that allows consumers to set up, manage and pay bar tabs using their smartphones. The application will be integrated into Oracle Hospitality's restaurant management platform and Masterpass, the digital payment service. After today's initial debut, TGI Fridays plans to deploy the app to 80 additional locations in the UK by the end of 2017.

Customers can easily manage their tab through a designated four-digit PIN that connects orders in the restaurant management software to the

¹⁵ Upon information and belief, TGI Fridays is an American restaurant chain focusing on casual dining, with over 900 locations around the world.

¹⁶ Notwithstanding Mastercard's partnership with TGI Fridays on Qkr! with Bar Tab, it is not suggested or alleged at this time that TGI Fridays had any knowledge or role in Mastercard's breach of the Agreement or misappropriation of PaidEasy's ideas, Confidential Information and Trade Secrets.

Qkr! payment account. This means customers can easily manage the rounds that they are in with friends and split the bill. There is no need to hand over a payment card to bar staff, and no need to use a card machine.

107. Here again, DeVita took credit on Defendant Mastercard's behalf for what is essentially a clone of the PaidEasy App, stating as follows:

Nobody wants to hand over their card to a bartender. Your card should be with you at all times, so it's natural for people to leave a pub without having closed their tab. This is a common problem we wanted to solve through Qkr[!]. For bar staff themselves we have removed the headache of card storage and admin.

108. Moreover, as can be easily gleaned from the press releases announcing the TGI Fridays launch, the Qkr! with Bar Tab app is virtually identical in all material respects to the PaidEasy App.
109. By the conduct referenced above, Defendant Mastercard has, upon information and belief, improperly and through wrongful means used and disclosed Plaintiff PaidEasy's proprietary ideas, Confidential Information and Trade Secrets to unfairly compete with PaidEasy in violation of Mastercard's covenants and obligations to Plaintiff as specifically set forth in the Agreement.
110. Independent of Defendant Mastercard's breach of the Agreement, Mastercard has, upon information and belief, misappropriated Plaintiff PaidEasy's proprietary ideas, all of which were novel to Mastercard and to the public at large prior to entering into discussions with PaidEasy, in an effort to unfairly compete with PaidEasy.

111. Upon information and belief, Defendant Mastercard has also misappropriated Plaintiff PaidEasy's Confidential Information and Trade Secrets for Mastercard's own benefit, likewise in an effort to unfairly compete with PaidEasy.
112. As a result of Defendant Mastercard's conduct, Plaintiff PaidEasy has suffered substantial and irreparable damage, including but not limited to (a) the loss of millions in investor funding, (b) the loss of both market share and the advantage of being a market leader and pioneer in the field, (c) the devaluing of the PaidEasy App and (d) the inability to capitalize financially on its proprietary ideas, Confidential Information and Trade Secrets.
113. The above-described conduct of Defendant Mastercard was committed in bad faith, without the knowledge or consent of Plaintiff PaidEasy, and in violation of the express terms of the Agreement and applicable law.
114. Upon information and belief, there may exist additional instances demonstrating the breach of the Agreement by Defendant Mastercard and corresponding misappropriation of PaidEasy's proprietary ideas, Confidential Information and Trade Secrets; however, Plaintiff is currently unaware of additional instances of the foregoing, but reserves the right to supplement its pleadings upon discovery of the same.

**STATEMENT AS TO
JURISDICTION AND VENUE**

115. Personal jurisdiction over Defendant Mastercard in this action is pursuant to Civil Practice Law and Rules ("CPLR") § 301. The basis for the venue designated is the agreement of the parties pursuant to CPLR § 501 and Defendant's place of residence pursuant to CPLR § 503(a).

FIRST CAUSE OF ACTION
Permanent Injunction

116. Plaintiff PaidEasy repeats, reiterates and realleges each and every allegation contained in Paragraphs “1” through “115” of this Verified Complaint, both inclusive, with the same full force and effect as if fully set forth herein.
117. Defendant Mastercard is bound by the terms of the Agreement that it provided to Plaintiff PaidEasy and that PaidEasy executed.
118. As such, Mastercard is obligated to refrain from using PaidEasy’s Confidential Information to compete with PaidEasy or for any purpose other than as set forth in the Agreement.
119. Specifically pursuant to the Agreement, Defendant Mastercard is obligated to refrain from disclosing Plaintiff’s Confidential Information to third parties and must limit dissemination to its Representatives on a “need to know” basis.
120. Further pursuant to the Agreement, Defendant Mastercard is obligated to refrain from competing with Plaintiff PaidEasy by using, selling, exploiting, copying or further developing any of PaidEasy’s Confidential Information or intellectual property rights.
121. Finally, Defendant Mastercard is prohibited from independently developing any similar or competing products, processes or services if such independent development is the product of Mastercard’s intentional memorization of PaidEasy’s Confidential Information for the purpose of retaining and subsequently using or disclosing it, or if it would otherwise result in a breach of the Agreement.

122. Applicable common law likewise prohibits Defendant Mastercard from taking any of the aforementioned actions with respect to PaidEasy's proprietary ideas, Confidential Information and Trade Secrets, whether to compete with PaidEasy or otherwise.
123. Upon information and belief, Defendant Mastercard has taken and is currently taking actions in violation of the Agreement and applicable law in the manner detailed above.
124. Such conduct, as described hereinabove, constitutes material breaches of the Agreement by Defendant Mastercard and violations of its common law obligations to Plaintiff PaidEasy.
125. As a direct and proximate result of Defendant Mastercard's breaches of the Agreement and violations of applicable law, as aforesaid, Plaintiff PaidEasy has suffered and will continue to suffer irreparable harm, which is likely to result in the complete destruction PaidEasy's business.
126. Unless Defendant Mastercard is enjoined and restrained, Defendant will continue to use, disclose and misappropriate Plaintiff PaidEasy's proprietary ideas, Confidential Information and Trade Secrets to unfairly compete with PaidEasy.
127. Unless Defendant Mastercard is enjoined and restrained, Defendant will further continue to violate the non-use and non-disclosure provisions of the Agreement.
128. Plaintiff PaidEasy has no adequate remedy at law.
129. Plaintiff PaidEasy has fully and duly performed all of the obligations to be performed on its part under the Agreement.

130. Plaintiff PaidEasy is entitled to injunctive relief to enforce the terms of the Agreement between Plaintiff and Defendant Mastercard, as well as all of Defendant's common law obligations to Plaintiff.
131. Based on the foregoing, Plaintiff PaidEasy is entitled to the issuance of an injunction against Defendant Mastercard, and all persons and/or entities acting on Mastercard's behalf, enjoining the breaches or threatened breaches of the Agreement and violations of applicable law.
132. Specifically, Plaintiff PaidEasy is entitled to an Order and Judgment of this Court enjoining Defendant Mastercard, and all persons and/or entities acting on its behalf, for its benefit or in active concert or participation with it, from directly or indirectly:
- (a) Communicating, disclosing or using, whether for themselves or for the benefit of any other person or entity, any of Plaintiff PaidEasy's proprietary ideas, Confidential Information, Trade Secrets and/or intellectual property, including but not limited to the ideas, concepts, knowledge, know-how, technology, creation, functionality, organization, compilation, methods, processes and/or other technical and/or operational aspects of PaidEasy and/or the PaidEasy App;
 - (b) Selling, exploiting, copying, advertising, promoting, developing or manufacturing, whether for themselves or for the benefit of any other person or entity, any mobile app, computer program or other technology that incorporates, uses or in any way resembles PaidEasy's proprietary ideas, Confidential Information, Trade Secrets and/or intellectual property, including but not limited to the ideas, concepts, knowledge, know-how, technology, creation, functionality, organization, compilation, methods, processes and/or other technical and/or operational aspects of PaidEasy and/or the PaidEasy App;
 - (c) Launching or otherwise releasing the updated Qkr! with Open Tab mobile app or any other similar app, computer program or technology that incorporates, uses or in any way resembles PaidEasy's proprietary ideas, Confidential Information, Trade Secrets and/or intellectual

property, including but not limited to the ideas, concepts, knowledge, know-how, technology, creation, functionality, organization, compilation, methods, processes and/or other technical and/or operational aspects of PaidEasy and/or the PaidEasy App; and

- (d) Expanding the launch of the updated Qkr! with Bar Tab mobile app beyond the initial July 19, 2017 launch at the Leicester Square location of TGI Fridays in London, United Kingdom.

SECOND CAUSE OF ACTION

Breach of Contract

- 133. Plaintiff PaidEasy repeats, reiterates and realleges each and every allegation contained in Paragraphs "1" through "132" of this Verified Complaint, both inclusive, with the same full force and effect as if fully set forth herein.
- 134. By the conduct referenced above, Defendant Mastercard has, upon information and belief, breached the Agreement, including but not limited to the valid and enforceable non-use and non-disclosure provisions set forth therein.
- 135. Defendant Mastercard's conduct, as alleged above, constitutes material breaches of the Agreement between Plaintiff PaidEasy and Mastercard, to which Mastercard is bound.
- 136. Based on the foregoing, and as a direct and proximate result of Defendant Mastercard's breaches of the Agreement, Plaintiff has sustained and will continue to incur damages in an amount to be proven at trial, but in no event less than \$100 million, plus interest.

THIRD CAUSE OF ACTION

Misappropriation of Ideas

- 137. Plaintiff PaidEasy repeats, reiterates and realleges each and every allegation contained in Paragraphs "1" through "136" of this Verified Complaint, both inclusive, with the same full force and effect as if fully set forth herein.

138. By the conduct referenced above, Defendant Mastercard has, upon information and belief, misappropriated, utilized and disclosed Plaintiff PaidEasy's ideas for Defendant's own benefit and the benefit of third parties, for the purpose of unfairly competing against Plaintiff.
139. In addition to its contractual obligations set forth above, Defendant Mastercard has a common law duty to refrain from using or disclosing Plaintiff PaidEasy's ideas for any purpose other than for the benefit of Plaintiff.
140. Upon information and belief, Defendant Mastercard has breached its common law duty to Plaintiff PaidEasy by misappropriating PaidEasy's ideas for Mastercard's own pecuniary gain.
141. Defendant Mastercard was and is under a duty both to keep Plaintiff PaidEasy's ideas intact and not to use, exploit or divert such ideas other than for the benefit of Plaintiff and with its authorization.
142. By virtue of its above-described actions, upon information and belief, Defendant Mastercard has misappropriated Plaintiff PaidEasy's ideas.
143. Moreover, Defendant Mastercard has acted in bad faith and with intentional, malicious and/or wanton disregard for Plaintiff PaidEasy's rights and, as such, Defendant's conduct warrants an award of punitive damages.
144. Based on the foregoing, and as a direct and proximate result of Defendant Mastercard's misappropriation of Plaintiff PaidEasy's ideas, Plaintiff has sustained and will continue to incur damages in an amount to be proven at trial, but in no event less than \$100

million, together with punitive damages in the amount of not less than \$300 million, plus interest.

FOURTH CAUSE OF ACTION

Misappropriation of Confidential Information and Trade Secrets

145. Plaintiff PaidEasy repeats, reiterates and realleges each and every allegation contained in Paragraphs "1" through "144" of this Verified Complaint, both inclusive, with the same full force and effect as if fully set forth herein.
146. By the conduct referenced above, Defendant Mastercard has, upon information and belief, misappropriated, utilized and disclosed Plaintiff PaidEasy's Confidential Information and Trades Secrets for Defendant's own benefit and the benefit of third parties, for the purpose of unfairly competing against Plaintiff.
147. In addition to its contractual obligations set forth above, Defendant Mastercard has a common law duty to refrain from using or disclosing Plaintiff PaidEasy's Confidential Information and Trade Secrets for any purpose other than for the benefit of Plaintiff.
148. Upon information and belief, Defendant Mastercard has breached its common law duty to Plaintiff PaidEasy by misappropriating PaidEasy's Confidential Information and Trade Secrets for Mastercard's own pecuniary gain.
149. Defendant Mastercard was and is under a duty both to keep Plaintiff PaidEasy's Confidential Information and Trade Secrets intact and not to use, exploit or divert such information other than for the benefit of Plaintiff and with its authorization.

150. By virtue of its above-described actions, upon information and belief, Defendant Mastercard has misappropriated Plaintiff PaidEasy's Confidential Information and Trade Secrets.
151. Based on the foregoing, and as a direct and proximate result of Defendant Mastercard's misappropriation of Plaintiff PaidEasy's Confidential Information and Trade Secrets, Plaintiff has sustained and will continue to incur damages in an amount to be proven at trial, but in no event less than \$100 million, together with punitive damages in the amount of not less than \$300 million, plus interest.

FIFTH CAUSE OF ACTION
Unfair Competition

152. Plaintiff PaidEasy repeats, reiterates and realleges each and every allegation contained in Paragraphs "1" through "151" of this Verified Complaint, both inclusive, with the same full force and effect as if fully set forth herein.
153. By the conduct referenced above, Defendant Mastercard has, upon information and belief, engaged in conduct intended to undermine, destroy and misappropriate Plaintiff PaidEasy's business by using Plaintiff's proprietary ideas, Confidential Information and Trade Secrets to compete unfairly with Plaintiff in violation of Defendant's contractual and common law obligations.
154. By the conduct referenced above, Defendant Mastercard has likewise, upon information and belief, misappropriated Plaintiff's labor, skills, expenditures and/or goodwill, and displayed bad faith in doing so.

155. By its conduct, as aforesaid, Defendant Mastercard has misappropriated Plaintiff PaidEasy's commercial advantage and engaged in unfair competition with Plaintiff.
156. Based on the foregoing, and as a direct and proximate result of Defendant Mastercard's unfair competition, Plaintiff PaidEasy has sustained and will continue to incur damages in an amount to be proven at trial, but in no event less than \$100 million, together with punitive damages in the amount of not less than \$300 million, plus interest.

SIXTH CAUSE OF ACTION

Unjust Enrichment

157. Plaintiff PaidEasy repeats, reiterates and realleges each and every allegation contained in Paragraphs "1" through "156" of this Verified Complaint, both inclusive, with the same full force and effect as if fully set forth herein.
158. By virtue of Plaintiff PaidEasy's disclosures pursuant to the Agreement, Defendant Mastercard acquired knowledge of Plaintiff's proprietary ideas, Confidential Information and Trade Secrets as set forth above.
159. Plaintiff PaidEasy's proprietary ideas, Confidential Information and Trade Secrets were created by Plaintiff through significant effort, cost and expense.
160. Plaintiff PaidEasy's proprietary ideas, Confidential Information and Trade Secrets have great value to Defendant Mastercard and to any or all of Plaintiff's competitors.
161. Plaintiff PaidEasy gave Defendant Mastercard access to PaidEasy's proprietary ideas, Confidential Information and Trade Secrets in reliance on Mastercard's promises not to use or disclose such information to compete with PaidEasy or for any purpose other than as set forth in the Agreement.

162. Defendant Mastercard has utilized and disclosed, and will continue to utilize and disclose, Plaintiff PaidEasy's proprietary ideas, Confidential Information and Trade Secrets.
163. Defendant Mastercard has no right to use or disclose Plaintiff PaidEasy's proprietary ideas, Confidential Information and Trade Secrets, which would otherwise be invaluable to Defendant's business efforts.
164. It would violate the principles of equity and good conscience to permit Defendant Mastercard to retain, disclose or use Plaintiff PaidEasy's proprietary ideas, Confidential Information and Trade Secrets.
165. By the use, disclosure and misappropriation of Plaintiff PaidEasy's proprietary ideas, Confidential Information and Trade Secrets for its own benefit, which information Defendant Mastercard acquired solely as a result of the Agreement, Mastercard has been unjustly enriched.
166. Based on the foregoing, and as a direct and proximate result of Defendant Mastercard's unjust enrichment, Plaintiff PaidEasy has sustained and will continue to incur damages in an amount to be proven at trial, but in no event less than \$100 million, plus interest.

SEVENTH CAUSE OF ACTION

Breach of Implied Covenant of Good Faith and Fair Dealing

167. Plaintiff PaidEasy repeats, reiterates and realleges each and every allegation contained in Paragraphs "1" through "166" of this Verified Complaint, both inclusive, with the same full force and effect as if fully set forth herein.

168. Every contract governed by New York law contains an implied covenant of good faith and fair dealing, which precludes parties to the contract from doing anything that would have the effect of destroying or limiting the right of the other party to receive the benefits of the contract.
169. Here, the purpose of the Agreement, among other things, was to ensure that the parties could engage in open and productive discussions regarding a potential business relationship without fear that their intellectual property, know-how, trade secrets, and other proprietary information would be misappropriated and used by the other party.
170. Plaintiff PaidEasy therefore reasonably believed and expected that all proprietary information it disclosed to Defendant Mastercard during the parties' meetings and discussions would be kept confidential and would not be misappropriated or used by Defendant Mastercard.
171. Plaintiff PaidEasy complied with all of its obligations to Defendant Mastercard under the Agreement.
172. As alleged herein, Defendant Mastercard materially breached its duty of good faith and fair dealing by, among other things, misappropriating PaidEasy's intellectual property, know-how, trade secrets, and other proprietary information that PaidEasy shared with Mastercard during the parties' meetings and discussions, and then using that proprietary information to develop the revamped Qkr! app and unfairly compete with the PaidEasy App.

173. Based on the foregoing, and as a direct and proximate result of Defendant Mastercard's breach of the implied covenant of good faith and fair dealing, Plaintiff PaidEasy has been deprived of the benefits of the Agreement and has sustained and will continue to incur damages in an amount to be proven at trial, but in no event less than \$100 million, plus interest.

EIGHTH CAUSE OF ACTION

Attorneys' Fees

174. Plaintiff PaidEasy repeats, reiterates and realleges each and every allegation contained in Paragraphs "1" through "173" of this Verified Complaint, both inclusive, with the same full force and effect as if fully set forth herein.

175. Pursuant to the Agreement, Plaintiff PaidEasy and Defendant Mastercard agreed that the prevailing party in any suit to enforce the Agreement would be entitled recover its reasonable attorneys' fees and court costs from the non-prevailing party. (See Ex. "A", at ¶ 17).

176. Based on the foregoing, and as a direct and proximate result of Defendant Mastercard's breach of the Agreement, Mastercard is obligated to pay and reimburse Plaintiff PaidEasy for all reasonable attorneys' fees and court costs incurred by PaidEasy in this action, in an amount to be proven at trial, plus interest.

WHEREFORE, Plaintiff Paid Easy Corp. d/b/a PaidEasy respectfully demands judgment in its favor and against Defendant Mastercard International Incorporated d/b/a Mastercard, as follows:

- (A) On Plaintiff's First Cause of Action, enjoining Defendant Mastercard, and all persons and/or entities acting on its behalf, for its benefit or in active concert or participation with it, from directly or indirectly:
- (1) Communicating, disclosing or using, whether for themselves or for the benefit of any other person or entity, any of Plaintiff PaidEasy's proprietary ideas, Confidential Information, Trade Secrets and/or intellectual property, including but not limited to the ideas, concepts, knowledge, know-how, technology, creation, functionality, organization, compilation, methods, processes and/or other technical and/or operational aspects of PaidEasy and/or the PaidEasy App;
 - (2) Selling, exploiting, copying, advertising, promoting, developing or manufacturing, whether for themselves or for the benefit of any other person or entity, any mobile app, computer program or other technology that incorporates, uses or in any way resembles PaidEasy's proprietary ideas, Confidential Information, Trade Secrets and/or intellectual property, including but not limited to the ideas, concepts, knowledge, know-how, technology, creation, functionality, organization, compilation, methods, processes and/or other technical and/or operational aspects of PaidEasy and/or the PaidEasy App;
 - (3) Launching or otherwise releasing the updated Qkr! with Open Tab mobile app or any other similar app, computer program or technology that incorporates, uses or in any way resembles PaidEasy's proprietary ideas, Confidential Information, Trade Secrets and/or intellectual property, including but not limited to the ideas, concepts, knowledge, know-how, technology, creation, functionality, organization, compilation, methods, processes and/or other technical and/or operational aspects of PaidEasy and/or the PaidEasy App; and
 - (4) Expanding the launch of the updated Qkr! with Bar Tab mobile app beyond the initial July 19, 2017 launch at the Leicester Square location of TGI Fridays in London, United Kingdom;
- (B) On Plaintiff's Second Cause of Action, for damages in an amount to be proven at trial, but in no event less than \$100 million, plus interest;

- (C) On Plaintiff's Third Cause of Action, for damages in an amount to be proven at trial, but in no event less than \$100 million, together with punitive damages in the amount of not less than \$300 million, plus interest;
- (D) On Plaintiff's Fourth Cause of Action, for damages in an amount to be proven at trial, but in no event less than \$100 million, together with punitive damages in the amount of not less than \$300 million, plus interest;
- (E) On the Plaintiff's Fifth Cause of Action, for damages in an amount to be proven at trial, but in no event less than \$100 million, together with punitive damages in the amount of not less than \$300 million, plus interest;
- (F) On Plaintiff's Sixth Cause of Action, for damages in an amount to be proven at trial, but in no event less than \$100 million, plus interest;
- (G) On Plaintiff's Seventh Cause of Action, for damages in an amount to be proven at trial, but in no event less than \$100 million, plus interest;
- (H) On Plaintiff's Eighth Cause of Action, for reasonable attorneys' fees and court costs in an amount to be proven at trial, plus interest;
- (I) Awarding Plaintiff all other costs and disbursements incurred in connection with this action; and
- (J) Granting Plaintiff such other, further and different relief as the Court deems just, proper and equitable.

Dated: New York, New York
August 29, 2017



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