

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

NITV FEDERAL SERVICES, LLC
a Florida limited liability company,

Plaintiff,

CASE NO.: 50-2015-CA-005885XXXXMB

v.

ELWOOD GARY BAKER, an individual
d/b/a BAKER GROUP INTERNATIONAL,
EXPERTOS VSA, INC., a Florida
corporation, EXPERTOS VSA, SA, a Foreign
corporation, and MICHAEL SAVAGE,
an Individual,

Defendants.

VERIFIED FOURTH AMENDED COMPLAINT

Plaintiff NITV FEDERAL SERVICES, LLC, a Florida limited liability company, by and through its undersigned counsel, hereby sues ELWOOD GARY BAKER d/b/a BAKER GROUP INTERNATIONAL, EXPERTOS VSA, INC., a Florida corporation, EXPERTOS VSA, SA, a Guatemalan corporation, and MICHAEL SAVAGE, an individual, and states in support thereof as follows:

JURISDICTION AND VENUE

1. This is an action for damages in excess of \$30,000.00, exclusive of interest, costs and attorney's fees and for equitable and injunctive relief pursuant to Section 501.201, Fla. Stat., *et seq.*, and is thus, within the jurisdiction of this Court.

2. Venue is proper in Palm Beach County, Florida, under Section 47.011 and 47.051, Fla. Stat., as Palm Beach County is the county where the defendant individuals reside, it is where the cause of action accrued, it is where the defendant entities have and keep offices to conduct and

transact their customary business, and it is where the foreign corporation has an agent or other representative.

THE PARTIES

3. NITV FEDERAL SERVICES, LLC (hereinafter “NFS”) is a Florida limited liability company with principal place of business in Palm Beach County, Florida.

4. ELWOOD GARY BAKER d/b/a BAKER GROUP INTERNATIONAL (“BAKER”) is a Florida resident who resides in Bay County, Florida and who operates under the fictitious name “BAKER GROUP INTERNATIONAL.”

5. MICHAEL SAVAGE (“SAVAGE”) is a Florida resident who resides and is domiciled in Palm Beach County, Florida. SAVAGE’s principal place of business is in Palm Beach County, Florida. SAVAGE formed EXPERTOS VSA, INC. and EXPERTOS VSA, SA. At all times material hereto, SAVAGE was the founder, owner, and President of both EXPERTOS SA and EXPERTOS INC. Upon information and belief, SAVAGE retains actual control over EXPERTOS SA and EXPERTOS INC. Furthermore, SAVAGE, is a member of BAKER’s Board of Advisors. SAVAGE travels back and forth to Guatemala on a tourist visa.

6. EXPERTOS VSA, INC. (“EXPERTOS INC”), is a company incorporated in Florida by SAVAGE with its principal place of business in Palm Beach County, Florida. EXPERTOS INC is the agent and alter ego of EXPERTOS SA and conducts business on behalf of EXPERTOS SA in the state of Florida.

7. EXPERTOS VSA, SA, (“EXPERTOS SA”), is a company incorporated in Guatemala by SAVAGE doing business through their agent and alter ego EXPERTOS INC in the state of Florida.

COMMON ALLEGATIONS

8. NFS is the developer and manufacturer of the Computer Voice Stress Analyzer, which in general terms is a type of software for lie detection. NFS' lie detection software (hereinafter "NFS SOFTWARE") has been scientifically validated in a peer reviewed and published scientific study and is used as an investigative support tool to conduct voice stress analysis examinations to detect deception and verify the truth. The NFS SOFTWARE is a proprietary technology utilized by law enforcement, military, and government entities worldwide.

9. BAKER is also a developer and manufacturer of a type of software for lie detection, which is called Digital Voice Stress Analyzer. Baker sells his lie detection software (hereinafter "BAKER SOFTWARE") within the United States and as such it is not subject to export taxes and federal export regulations.

10. BAKER is a competitor of NFS as both design, market, sell, and distribute lie detection software. NFS has standing to bring this Florida Unfair and Deceptive Trade Practice Act claim.

11. Lie detection software systems are classified by the United States as export-controlled commodities requiring a United States Government approved Export License under the Export Administration Regulations ("EAR"), 15 CFR § 730-774, for sale to foreign entities or persons, or for the export outside of the USA by a United States persons or entities. Lie detection software such as the NSF SOFTWARE and the BAKER SOFTWARE are subject to the EAR regulations. *See* 15 CFR § 734.3.

12. Under the EAR, an export is defined as an actual shipment or transmission of items subject to EAR out of the United States, or release of technology or software subject to the EAR to a foreign national in the United States. *See* 15 CFR § 734.2(6)(1). These federal regulations

prohibit the ‘re-export’ of items requiring an Export License. Re-export is the sale, shipment, or transmission of Export Controlled commodities from one foreign country to another foreign country.

13. Specifically, the lie detection software systems are identified as commodities requiring Export Licenses in the EAR “Commodity Control List” under Export Control Classification Numbers (ECCN) 3A980 and 3D980. *See* 15 CFR § 774, Supp. No. 1, Commodity Control List; 15 CFR § 738.2(a).

14. In addition, the EAR Crime Control and Detection provisions, require a license to export and re-export crime control and detection equipment, related technology, and software including lie detection software systems identified under ECCNs 3A980 and 3D980 to countries listed in the EAR Country Chart CC Column 1. *See* 15 CFR § 742.7; 15 CFR 738, Supp. 1, Country Chart.

15. At all times material hereto, BAKER licensed his lie detection software to EXPERTOS SA through his business relationship with SAVAGE. EXPERTOS SA sells and markets the BAKER SOFTWARE under the private label name Forensic Voice Analysis System to customers outside the United States.

16. EXPERTOS SA, by and through SAVAGE, markets and sells the BAKER SOFTWARE outside of the United States, thereby circumventing the federal licensure and exportation requirements of the United States government.

17. EXPERTOS SA, by and through SAVAGE, distributes the BAKER SOFTWARE to their customers around the world electronically. Specifically, SAVAGE sends the customer an email with a link to the BAKER SOFTWARE. The link’s duration depends on the length of time the license is purchased by the individual customer. By operating electronically, SAVAGE is able

to transact business globally while still physically located in Florida and when he is physically located outside of Florida.

18. In essence, a potential BAKER SOFTWARE customer outside of the United States contacts EXPERTOS SA through its website or directly by email to SAVAGE. The email address used by SAVAGE, on behalf of EXPERTOS SA and EXPERTOS INC, is the same: michael.savage@expertosvsa.com.

19. Some of these purchasers reside in countries included on the EAR Country Chart Crime Control Column One (*see* 15 CFR 738, Supp. 1, Country Chart).

20. Following the sale and purchase of the BAKER SOFTWARE by an EXPERTOS SA customer, that customer then makes payment for the software into EXPERTOS INC's bank accounts set up by SAVAGE and based in Boca Raton, Florida.

21. Thus, the BAKER SOFTWARE is being sold via email in Florida and sales are deposited into the Florida bank accounts.

22. SAVAGE, acting on behalf of EXPERTOS SA, then transfers those funds from the sales of EXPERTOS SA software to BAKER, SAVAGE, and EXPERTOS SA. Within the Florida bank accounts, funds flowing from the sales of BAKER SOFTWARE are transferred or withdrawn for use by SAVAGE, BAKER, and the companies for business and personal use.

23. Additionally, the funds from the sales of BAKER SOFTWARE are withdrawn and used to purchase equipment and other items for EXPERTOS SA's use and benefit both within Florida, as well as taken back to Guatemala by SAVAGE.

24. SAVAGE also commingles his personal funds within the Florida bank accounts and has used EXPERTOS SA's funds to pay property taxes within Florida. Upon information and belief, these funds are not properly reported as income of SAVAGE in Florida or the United States.

25. EXPERTOS INC's bank account is then used by SAVAGE, on behalf of EXPERTOS SA, to pay BAKER his licensing fees for the sale of the product.

26. Thus, this way Defendants are able to sell the BAKER SOFTWARE without an export license which creates a competitive advantage over the NFS SOFTWARE.

27. This software scheme involves the conduct of BAKER, as well as SAVAGE, acting on behalf of EXPERTOS SA, and EXPERTOS INC, acting on behalf of EXPERTOS SA. This software scheme amounts to a joint enterprise and/or venture between the Defendants in this action.

28. EXPERTOS INC acts as the alter ego and agent for EXPERTOS SA, including the following acts:

a. "SA" is the Spanish equivalent of "Inc" in English. Thus, "EXPERTOS VSA, INC." and "EXPERTOS VSA, SA" share the same name.

b. EXPERTOS INC holds EXPERTOS SA's assets and monies in a Florida business checking account and savings account in Boca Raton, Florida, USA;

c. EXPERTOS INC and EXPERTOS SA have the same founder and corporate leadership, by and through SAVAGE;

d. EXPERTOS SA controls and dominates EXPERTOS INC through determining the appointment of officers and directors, authorizing or approving management and financial decisions, and coordinating efforts to violate the Federal Trade Commission Act and the Florida Unfair and Deceptive Trade Practices Act;

e. EXPERTOS INC conducts no business operations, other than operating the Florida bank accounts, earns no independent income, and has no employees; and

f. EXPERTOS INC and EXPERTOS SA hold themselves out publicly as a unified entity.

29. Upon information and belief, EXPERTOS INC was formed solely for the purpose of advancing improper conduct, specifically to funnel funds earned by illegal means overseas into and out of the United States.

30. Upon information and belief, Defendants have exported the BAKER SOFTWARE to end users without an export license, in direct violation of the foregoing federal provisions.

31. Pursuant to Florida Statute Section 501.201, *et seq.*, any violation of the Federal Trade Commission Act 15 U.S.C. Section 41, *et seq.*, is a violation of the Florida Unfair and Deceptive Trade Practice Act.

32. BAKER and SAVAGE market, solicit for sale, and do in fact sell the BAKER SOFTWARE from the United States through a network of affiliates located outside the United States to other foreign citizens, foreign entities, foreign law enforcement, and other foreign customers without the required United States Government approved Export Licenses knowingly in violation of United States Export Control regulations administered by the US Department of Commerce, Bureau of Industry and Security (“BIS”) under the Export Administration Regulations (EAR), 15 CFR § 730-774.

33. For example, on or about September 12, 2013, SAVAGE acting on behalf of EXPERTOS SA held a training seminar on BAKER SOFTWARE in Mexico that was taught by SAVAGE.

34. As a part of their efforts to undercut NFS sales in foreign countries, EXPERTOS SA and SAVAGE actively publicize that NFS is required to obtain United States Government Export Licenses as a compelling advantage in favor of purchasing the BAKER SOFTWARE during their sales presentations and training seminars. As such, NFS has suffered direct economic loss as a result of Defendants' violation of US Export Control laws, regulations, directives and the Federal Trade Commission Act 15 U.S.C. Section 41, *et seq.*

35. Pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.* as well as Florida Statute 501.201, *et seq.*, and specifically 501.211 of the Florida Statutes, Plaintiff has a statutory right to obtain a declaratory judgment that an act or practice violates the Florida Unfair and Deceptive Trade Practices Act.

36. In addition to the specific EAR provisions, the BIS administers export controls on commercial products and technology, and regulates the extent of how certain "know-how" is shared abroad. The BIS regulation and control extends to crime controlling detection equipment and related technology which is subject to a federal export license. By doing so, the BIS advances U.S. national security, foreign policy, and economic objectives by ensuring an effective export control and treaty compliance system and by identifying and thwarting unscrupulous exporters of technology that may have an adverse effect on our country's national defence.

37. Violations of the Export Administration Act of 1979, as amended (EAA), 50 U.S.C. app. §§ 2401-2420 (2000), and the Export Administration Regulations, 15 C.F.R. Parts 730-774 (2007) (EAR) may be subject to both criminal and administrative penalties. When the EAA is in effect, criminal penalties can reach 20 years imprisonment and \$1 million per violation. Administrative monetary penalties can reach \$11,000 per violation, and \$120,000 per violation in cases involving items controlled for national security reasons.

COUNT I:
Against EXPERTOS SA
Violation of Florida Unfair and Deceptive Trade Practices Act

38. Plaintiff hereby restates the allegations set forth in paragraphs 1 through 37, as if fully set forth herein and further alleges as follows:

39. This court has personal jurisdiction over EXPERTOS SA, pursuant to §48.193(1)(a)1, 2, Fla. Stat., through operating, conducting, engaging in, or carrying on a business or business venture in this state and through its tortious acts committed within the state. *See infra* paragraphs 9, 15-29.

40. Additionally, this court has personal jurisdiction over EXPERTOS SA, pursuant to § 48.193(2), Fla. Stat., as EXPERTOS SA is engaged in substantial and not isolated activity within this state through its agent and alter ego EXPERTOS INC and through its principle and president SAVAGE. *See infra* paragraphs 9, 15-29.

41. EXPERTOS SA, by and through SAVAGE, as their agent, and by and through BAKER, as a joint venturer, have exported from the United States or re-exported the BAKER SOFTWARE to foreign countries and between various foreign locations including Mexico, Central America, South America, and South Africa.

42. Upon information and belief, none of the Defendants named herein have received such US Government approved Export Licenses for the multiple sales they have made from the US to foreign countries and/or between foreign countries, and are knowingly and actively engaged in the commerce of selling US Government Export Controlled commodities to various foreign governments, foreign commercial entities, and foreign national end users who have not been properly scrutinized to be granted an Export License.

43. EXPERTOS SA's actions are in violation of Federal export laws, under the EAR, as well as violations of the Federal Trade Commission Act 15 U.S.C. §§ 41 *et seq.*

44. The failure to comply with federal export regulations and violation of the EAR, constitute an unfair and deceptive act and unfair practice under the Florida Deceptive and Unfair Trade Act.

45. EXPERTOS SA's deliberate and knowing efforts to export, distribute, and sell the BAKER SOFTWARE outside of the United States without a United States Government approved Export License, constitutes a violation of 15 CFR § 730-774 under the EAR, and constitutes a criminal conspiracy to violate federally promulgated export laws, regulations and directives.

46. Due to EXPERTOS SA's unfair and deceptive actions in circumventing export licensing requirements, EXPERTOS SA has been able to expeditiously enter foreign markets to the competitive disadvantage and economic damage of NFS.

47. Due to EXPERTOS SA's unfair and deceptive actions in circumventing export licensing requirements, NFS has lost numerous sales to EXPERTOS SA, by and through BAKER and/or SAVAGE.

48. NFS's damages are directly proximate to Defendants' violation of the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and the Florida Unfair and Deceptive Trade Practices Act, Florida Statute 501.201 *et seq.*, and specifically 501.211 of the Florida Statutes.

49. NFS is entitled to an award of attorney fees and costs associated with the bringing of this action pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.2105 of the Florida Statutes.

WHEREFORE, NFS respectfully requests that this Honorable Court:

1. Enter a money judgment of \$1,000,000 against Defendants or an amount equal to the actual damages suffered by Plaintiff by reason of the violations alleged above, pursuant

to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.211 of the Florida Statutes;

2. Enter an order requiring Defendants to pay Plaintiff's costs and reasonable attorney's fees pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.2105 of the Florida Statutes; and

3. Direct any and all further relief this court deems just and equitable.

COUNT II

Against Savage

Violation of Florida Unfair and Deceptive Trade Practices Act

50. Plaintiff hereby restates the allegations set forth in paragraphs 1 through 37, as if fully set forth herein.

51. SAVAGE, as an officer and agent for EXPERTOS SA, has exported from the United States or re-exported the BAKER SOFTWARE to foreign countries and between foreign locations including Mexico, Central America, South America, and South Africa.

52. Upon information and belief, none of the Defendants named herein have received such US Government approved Export Licenses for the multiple sales they have made from the US to foreign countries and/or between foreign countries, and are knowingly and actively engaged in the commerce of selling US Government Export Controlled commodities to various foreign governments, foreign commercial entities, and foreign national end users who have not been properly scrutinized to be granted an Export License.

53. SAVAGE's actions, as an officer and agent of EXPERTOS SA, are in violation of Federal export laws, under the EAR, as well as violations of the Federal Trade Commission Act 15 U.S.C. §§ 41 *et seq.*

54. The failure to comply with federal export regulations and violation of the EAR, constitute an unfair and deceptive act and unfair practice under the Florida Deceptive and Unfair Trade Act.

55. SAVAGE's deliberate and knowing efforts, as an officer and agent of EXPERTOS SA, to export, distribute and sell the BAKER SOFTWARE outside of the United States without a United States Government approved Export License, constitutes a violation of 15 CFR § 730-774 under the EAR, and constitutes a criminal conspiracy to violate federally promulgated export laws, regulations and directives.

56. Due to SAVAGE's unfair and deceptive actions, as an officer and agent of EXPERTOS SA, in circumventing export licensing requirements, EXPERTOS SA has been able to expeditiously enter foreign markets to the competitive disadvantage and economic damage of NFS.

57. Due to SAVAGE's unfair and deceptive actions, as an officer and agent of EXPERTOS SA, in circumventing export licensing requirements, NFS has lost numerous sales to EXPERTOS SA.

58. Defendant SAVAGE, while acting as officer and agent of EXPERTOS SA, is personally liable for these torts committed on behalf of EXPERTOS SA.

59. NFS's damages are directly proximate to Defendants' violation of the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and the Florida Unfair and Deceptive Trade Practices Act, Florida Statute 501.201 *et seq.*, and specifically 501.211 of the Florida Statutes.

60. NFS is entitled to an award of attorney fees and costs associated with the bringing of this action pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.2105 of the Florida Statutes.

WHEREFORE, NFS respectfully requests that this Honorable Court:

1. Enter a money judgment of \$1,000,000 against Defendants or an amount equal to the actual damages suffered by Plaintiff by reason of the violations alleged above, pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.211 of the Florida Statutes;

2. Enter an order requiring Defendants to pay Plaintiff's costs and reasonable attorney's fees pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.2105 of the Florida Statutes; and

3. Direct any and all further relief this court deems just and equitable.

COUNT III

Against Baker

Violation of Florida Unfair and Deceptive Trade Practices Act

61. Plaintiff hereby restates the allegations set forth in paragraphs 1 through 37, as if fully set forth herein.

62. BAKER has been engaged in a fraudulent scheme with co-Defendants to export from the United States or re-exported the BAKER SOFTWARE, developed and designed by him to foreign countries and between various foreign locations including Mexico, Central America, South America and South Africa.

63. Upon information and belief, none of the Defendants named herein have received such US Government approved Export Licenses for the multiple sales they have made from the US to foreign countries and/or between foreign countries, and are knowingly and actively engaged in the commerce of selling US Government Export Controlled commodities to various foreign governments, foreign commercial entities, and foreign national end users who have not been properly scrutinized to be granted an Export License.

64. BAKER, as a participant in the fraudulent scheme, receives payments directly from EXPERTOS SA, by and through its agent, EXPERTOS INC, for each sale of the BAKER SOFTWARE made by EXPERTOS SA to a foreign actors without the federal export licenses.

65. BAKER is engaged in a joint enterprise/venture with EXPERTOS SA, EXPERTOS INC, and SAVAGE, whereby BAKER receives payments for the use and sale of the BAKER SOFTWARE which is marketed and sold by EXPERTOS SA under the name of Forensic Voice

Analysis System to foreign countries. EXPERTOS INC's role in this joint enterprise is to funnel the money into the United States and to transfer some of those monies to BAKER to pay him for the license of his software.

66. BAKER's actions are in violation of Federal export laws, under the EAR, as well as violations of the Federal Trade Commission Act 15 U.S.C. §§ 41 *et seq.*

67. The failure to comply with Federal Export Law and violation of the EAR, constitute an unfair and deceptive act and unfair practice under the Florida Deceptive and Unfair Trade Act.

68. BAKER's deliberate and knowing efforts, as a joint venturer, to export, distribute and sell the BAKER SOFTWARE outside of the United States without a United States Government approved Export License, constitutes a violation of 15 CFR § 730-774 under the EAR, and constitutes a criminal conspiracy to violate federally promulgated export laws, regulations and directives.

69. BAKER's unfair and deceptive actions, as a joint venturer, in circumventing export licensing requirements, the joint enterprise/venture has been able to expeditiously enter foreign markets to the competitive disadvantage and economic damage of NFS.

70. Due to BAKER's unfair and deceptive actions, NFS has lost numerous sales to EXPERTOS SA.

71. NFS's damages are directly proximate to Defendants' violation of the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and the Florida Unfair and Deceptive Trade Practices Act, Florida Statute 501.201 *et seq.*, and specifically 501.211 of the Florida Statutes.

72. NFS is entitled to an award of attorney fees and costs associated with the bringing of this action pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.2105 of the Florida Statutes.

WHEREFORE, NFS respectfully requests that this Honorable Court:

1. Enter a money judgment of \$1,000,000 against Defendants or an amount equal to the actual damages suffered by Plaintiff by reason of the violations alleged above, pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.211 of the Florida Statutes;
2. Enter an order requiring Defendants to pay Plaintiff's costs and reasonable attorney's fees pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.2105 of the Florida Statutes; and
3. Direct any and all further relief this court deems just and equitable.

COUNT IV

Against EXPERTOS INC

Violation of Florida Unfair and Deceptive Trade Practices Act

73. Plaintiff hereby restates the allegations set forth in paragraphs 1 through 37, as if fully set forth herein.

74. EXPERTOS INC has been engaged in a fraudulent scheme with co-Defendants to export from the United States or re-exported the BAKER SOFTWARE, developed and designed by BAKER, to foreign countries and between various foreign locations including Mexico, Central America, South America and South Africa.

75. Upon information and belief, none of the Defendants named herein have received such US Government approved Export Licenses for the multiple sales they have made from the US to foreign countries and/or between foreign countries, and are knowingly and actively engaged in the commerce of selling US Government Export Controlled commodities to various foreign governments, foreign commercial entities, and foreign national end users who have not been properly scrutinized to be granted an Export License.

76. EXPERTOS INC, as a participant in the fraudulent scheme, receives payments directly from EXPERTOS SA's customers, for each sale of the BAKER SOFTWARE made by EXPERTOS SA to a foreign country.

77. EXPERTOS INC's role in this joint enterprise is to funnel the money into the United States and transfer some of those monies to BAKER to pay him for the license of his software, as well as deliver monies to SAVAGE as the agent of EXPERTOS SA.

78. EXPERTOS INC's actions are in violation of Federal export laws, under the EAR, as well as violations of the Federal Trade Commission Act 15 U.S.C. §§ 41 *et seq.*

79. The failure to comply with Federal Export Law and violation of the EAR, constitute an unfair and deceptive act and unfair practice under the Florida Deceptive and Unfair Trade Act.

80. EXPERTOS INC's deliberate and knowing efforts, as a joint venturer, to export, distribute and sell the Lie Detection Software outside of the United States without a United States Government approved Export License, constitutes a violation of 15 CFR § 730-774 under the EAR, and constitutes a criminal conspiracy to violate federally promulgated export laws, regulations, and directives.

81. As a result of the foregoing, the joint enterprise/venture has been able to expeditiously enter foreign markets to the competitive disadvantage and economic damage of NFS.

82. Due to EXPERTOS INC's unfair and deceptive actions, NFS has lost numerous sales to the Defendant competitors.

83. NFS' damages are directly proximate to Defendants' violation of the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and the Florida Unfair and Deceptive Trade Practices Act, Florida Statute 501.201 *et seq.*, and specifically 501.211 of the Florida Statutes.

84. NFS is entitled to an award of attorney fees and costs associated with the bringing of this action pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.2105 of the Florida Statutes.

WHEREFORE, NFS respectfully requests that this Honorable Court:

1. Enter a money judgment of \$1,000,000 against Defendants or an amount equal to the actual damages suffered by Plaintiff by reason of the violations alleged above, pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.211 of the Florida Statutes;
2. Enter an order requiring Defendants to pay Plaintiff's costs and reasonable attorney's fees pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.2105 of the Florida Statutes; and
3. Direct any and all further relief this court deems just and equitable.

COUNT V
Against all Defendants
Injunctive and Equitable Relief

85. Plaintiff restates the allegations contained in paragraphs 1 through 37 and further states:

86. As alleged herein, Defendants have engaged in a continuous course of violation of 15 CFR § 730-774 under the EAR and Federal Trade Commission Regulations.

87. Defendants will continue to violate 15 CFR § 730-774 under the EAR and Federal Trade Commission Regulations causing irreparable harm to Plaintiff, the public, United States national security, and efforts by various foreign governments to combat criminal enterprises by supplying unscreened end users with technology that can be used to thwart law enforcement, military and/or national security efforts unless enjoined.

88. Plaintiff does not possess an adequate remedy at law to prevent Defendants' conduct as alleged herein from continuing.

89. Plaintiff has a clear right to its request for injunctive relief and the public interest will be served as Plaintiff seeks to prevent continuing violations 15 CFR § 730-774 under the EAR and of the Federal Trade Commission Export Regulations which directly damage Plaintiff, the public and others.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court:

1. Grant a temporary and permanent injunction against Defendants BAKER, EXPERTOS INC, EXPERTOS SA, and SAVAGE, enjoining the Defendants from exporting, demonstrating or selling its BAKER SOFTWARE product to foreign customers or potential customers both inside and outside the United States without a United States Government approved export license;
2. Enter an Order awarding Plaintiff costs and reasonable attorney's fees pursuant to the Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.2105 of the Florida Statutes;
3. Order Dissolution of EXPERTOS VSA, INC.;
4. Order Disgorgement of any and all monies received by Defendants' in connection their violations of Federal Trade Commission Act 15 U.S.C. Section 41 *et seq.*, and Section 501.201 of the Florida Statutes; and
5. Direct any and all further relief this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Trial by jury is hereby demanded on each and every count so triable before a jury contained herein.

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Verified Amended Complaint and that the facts stated in it are true to the best of my knowledge and belief.

Charles Humble, Managing Member
NITV Federal Services, LLC

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on this date by Charles Humble, who is personally known to me, and who did take an oath, and states that he executed the foregoing Verified Amended Complaint and it is true to the best of his knowledge and belief.

Sworn to and Subscribed before me this 14th day of July 2021.

Notary Public, State of Florida
My Commission No.:
My Commission Expires:

Respectfully submitted,

By: /s/ James D'Loughy
James D'Loughy, Esquire
Florida Bar No.: 052700
ADVISORLAW PLLC
2925 PGA Boulevard, Suite 204
Palm Beach Gardens, Florida 33410
Email: jdoughy@advisorlaw.com
Tel.: 561-622-7788
Fax: 800-734-5289
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via electronic mail this 14th day of July 2021 to: **Scott W. Zappolo, Esq.**, szappolo@zappolofarwell.com, **Jeffrey G. Farwell, Esq.**, jfarwell@zappolofarwell.com, Zappolo & Farwell, P.A., 7108 Fairway Drive, Suite 150, Palm Beach Gardens, Florida, 33418.

By: /s/ James D'Loughy
James D'Loughy, Esquire