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Attorneys for Ralph T. Reilly

10 UNITED STATES DISTRICT COURT
11 FOR THE DISTRICT OF ARIZONA

12 RALPH T. REILLY, an individual,) Case No.
13)
14 Plaintiff,) **COMPLAINT FOR:**
15 vs.) **1. IMPLIED IN FACT CONTRACT**
16) **2. MONEY HAD AND RECEIVED**
17) **3. COPYRIGHT INFRINGEMENT**
18) **(17 U.S.C. §501)**
19 STEVE WOZNAK, an individual;) **4. DECLARATORY RELIEF**
20 WOZ U EDUCATION LLC, an) **5. ACCOUNTING**
21 Arizona limited liability company;) **Demand For Jury Trial**
22 WOZU EDUCATION HOLDINGS,)
23 LLC, a Delaware limited liability)
24 company; SOUTHERN CAREERS)
25 INSTITUTE, INC., a Texas corporation,)
26 Defendants)
_____)

1 Comes now Plaintiff RALPH T. REILLY (“Reilly”) who, for cause of action
2 against Defendants and each of them, alleges as follows:

3 NATURE OF ACTION

4
5 1. This action is brought against Defendants (a) STEVE WOZNIAK, an
6 individual (“Woz”); (b) WOZ U EDUCATION, LLC, an Arizona limited liability
7 company (“Woz Arizona”); (c) WOZU EDUCATION HOLDINGS, LLC, a Delaware
8 limited liability company (“Woz Delaware”); and (d) SOUTHERN CAREERS
9 INSTITUTE, INC., a Texas corporation (“SCI”) (collectively, “Defendants”):
10

11 A. In special assumpsit, for breach of an implied-in-fact contract
12 between Woz and Reilly, the existence and terms of which were manifested by
13 Defendants and each of their conduct in the use, application and exploitation of ideas,
14 designs, business plans, curricula, images, sale strategies and educational training
15 concepts original to and created by Reilly (“Reilly’s Work”) and submitted to Woz as
16 the basis for the “Woz Institute Technology.”
17

18 B. In general assumpsit on the common counts, for money had and
19 received by Defendants from, and on an open, mutual and current account among Reilly
20 and Defendants and each of them arising from, Defendants’ and each of their use,
21 application and exploitation of Reilly’s Work in the operation, marketing and promotion
22 of an advanced on-line educational program commonly known as “Woz U” (“Woz U”).
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1 C. For infringement of Reilly’s registered copyrights in images and
2 tangible expression embodied in Reilly’s Work, pursuant to 17 U.S.C. §501.

3 D. For declaratory relief that Reilly’s entitled to reasonable, fair and
4 just compensation from Defendants and each of them for Defendants’ and each of their
5 use, application and exploitation of Reilly’s Work in and in connection with Woz U.
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7 E. For an accounting of the money had and received by Defendants and
8 each of them from Defendants’ and each of their use, application and exploitation of
9 Reilly’s Work in and in connection with Woz U.
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11 2. Woz was a co-founder of Apple Computers Inc., inducted into Inventors
12 Hall of Fame and the recipient of the Heinz Award for Technology, the Economy and
13 Employment, for single-handedly designing the first personal computer and for twenty
14 years of philanthropic work.
15

16 3. Reilly is an Assistant Professor of Management Information Systems at
17 the Barney School of Business, University of Hartford. Reilly has made numerous
18 presentations and written numerous articles in the area of management and information
19 technology.
20

21 4. On or about September 12, 2010, Reilly wrote to Woz stating: “I want to
22 start a high tech university.” Woz responded, “Great idea.” A true and correct copy of
23 Reilly’s initial introduction of Reilly’s Work to Woz and Woz’s reply is attached hereto
24 as Exhibit A.
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1 5. Reilly introduced Woz and Janet Wozniak to Charter Oak State College
2 (“COSC”) in an email exchange dated on or about December 22, 2010, a true and
3 correct copy being attached as Exhibit B. As a result, COSC asked Woz to execute and
4 Woz executed a Personal Service Agreement between Woz and COSC dated March 25,
5 2011, a true and correct copy being attached hereto as Exhibit C.

7 6. On or about March 25, 2011, Woz and Reilly met at the 2011 SARTA
8 Tech Index Celebration Luncheon in Sacramento, California to discuss Reilly’s
9 proposed tech university and agreed to proceed with a “deal” handshake depicted in a
10 photograph taken at the Luncheon, a true and correct copy being attached as Exhibit D.
11 In an email to Reilly dated November 21, 2011, Woz gave Reilly the right to proceed
12 with potential investors and counter-parties, stating: “I figure it’s your idea.” A true and
13 correct copy of such email is attached hereto as Exhibit E

16 7. Woz and Reilly met with Apollo Group on or about January 23, 2012 in
17 San Francisco, California, to discuss Reilly’s proposed high tech university. A true and
18 correct copy of a Power Point presentation made to Apollo Group by Reilly is attached
19 hereto as Exhibit F. The Proposed Framework prepared by Apollo Group dated January
20 30, 2012 is attached hereto as Exhibit G.

22 8. Reilly created a website and logo as part of Reilly’s Work, true and correct
23 screenshots being attached hereto as Exhibit H. Reilly’s Work included, inter alia, the
24 following:
25

1 A. A+ Certification, for certification of competence as a computer
2 technician.

3 B. Ethical Hacker Certification, for certification of competence to
4 penetrate network and/or computer systems for the purpose of finding and fixing
5 computer security vulnerabilities.
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7 C. Website Designs and Development Certification, for certification of
8 competence as a developer and designer of websites.
9

10 D. Network Security Certification, for certification of competence to
11 address information technology security requests.

12 E. Network Administration Certification, for certification of
13 competence to maintain and administer computer hardware and software systems.
14

15 F. Cloud Essential Certificate, for certification of competence in
16 understanding compatibility of PC components and related technology topics.

17 Reilly's Work included the design of classwork for on-line and interactive viewing of
18 short video modules to permit learning at the student's own pace and schedule.
19

20 9. Reilly applied for and obtained copyright protection under the Copyright
21 Act of 1976, as amended, for graphic images and photographs and tangible expressions
22 created by Reilly as part of Reilly's Work, true and correct copies of which applications
23 and work are attached as Exhibit I ("Reilly Copyrighted Works").
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1 10. On or about November 11, 2017, Reilly was informed that Woz had
2 entered into a business arrangement in a form unknown to Reilly with Defendant SCI
3 to form Woz U for operation in the State of Arizona. True and correct screenshots of
4 the website for Woz U are attached hereto as Exhibit J.

6 11. Reilly is informed and believed and thereupon alleges that Woz and SCI
7 formed Woz Arizona and Woz Delaware to complete and formalize Woz and SCI's
8 business arrangements regarding Woz U in a manner and on terms unknown to Reilly.

10 12. Defendants and each of them used, applied and exploited Reilly's Work in
11 the creation, formation, operation, management, marketing and publicity of Woz U.

12 13. Defendants and each of them have infringed Reilly's Copyrighted Work in
13 the marketing and publicity of Woz U.

14 14. On or about November 21, 2017 Reilly wrote to Woz congratulating Woz
15 on Woz U and stating that Woz U was "exactly what I envisioned for Woz Institute of
16 Technology" which was "the greatest project idea of my life." Woz responded on
17 December 24, 2017 stating: "You are right on the mark. You had the right idea. . . . I
18 doubt it would have happened without your initial idea." Woz did not respond to
19 Reilly's follow up email of January 1, 2018. True and correct copies of the foregoing
20 emails are attached hereto as Exhibit K.

21 15. Defendants' and each of their liability as alleged herein for implied-in-fact
22 contract, money had and received and accounting arose by reason of conduct in, or
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1 based on contacts with, the State of California. As a result, California law determines
2 the rights and obligations of Reilly, on the one hand, and Defendants and each of them,
3 on the other hand, with respect to each of such Causes of Action.
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5 JURISDICTION AND VENUE

6 16. This Court has original federal question jurisdiction over this action
7 pursuant to 28 U.S.C. §1331 because this action arises under the Copyright Act of 1976
8 as amended, 28 U.S.C. §501.
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10 17. This Court also has jurisdiction by reason of complete diversity of
11 citizenship pursuant to 28 U.S.C. §1332(a)(1) because Reilly, on the one hand, and each
12 of the Defendants on the other hand, are citizens of different states and because the
13 amount in controversy is greater than \$75,000.
14

15 18. This Court has personal jurisdiction over each Defendant by reason of each
16 Defendant’s affirmative acts in the State of Arizona including inter alia the formation
17 of Woz Arizona, and the marketing and publicity of Woz U pursuant to the laws of the
18 State of Arizona.
19

20 19. Venue in this District is proper pursuant to 28 U.S.C. §1391.

21 PARTIES

22 20. Reilly is an individual citizen of the State of Connecticut.

23 21. Woz is an individual citizen of the State of California.
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22. On information and belief, Woz Delaware and Woz Arizona are limited liability companies organized, respectively, under the laws of Delaware and Arizona, with their principal place of business in the State of Arizona.

23. On information and belief, SCI is a corporation organized under the laws of the State of Texas with its principal place of business in the State of Texas.

FIRST CAUSE OF ACTION
(Breach Of Implied-In-Fact Contract)
Against Woz

24. Reilly re-alleges and incorporates by the reference as though set forth in full each and every allegation in Paragraphs 1 through 23 hereinabove inclusive.

25. Reilly and Woz entered into an “implied-in-fact” contract under California law (“Implied Contract”), the existence and terms of which were manifested by conduct in that, inter alia, Defendants and each of them voluntarily accepted of the benefit of Reilly’s Work with full knowledge of the circumstances and of the fact that Reilly did not submit and communicate Reilly’s Work to Woz gratuitously.

26. Defendants and each of them thereby consented to all the obligations arising from the acceptance of the benefits of Reilly’s Work including inter alia, the obligation to (A) pay Reilly the fair and reasonable value of Reilly’s Work, (B) account to Reilly for the revenues, expenses and profitability of Woz U and (C) honor all terms and conditions implied by reason of Defendants’ and each of their course of

1 conduct with respect to Woz U and by custom and usage in the online education
2 industry.

3 27. As a direct, foreseeable and proximate cause of Woz's breach of the
4 Implied Contract, Reilly has suffered and sustained and is entitled to recover from
5 Woz actual, general, compensatory and consequential damages as proven at trial but
6 no less than \$1,000,000.
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9 SECOND CAUSE OF ACTION
10 (Common Counts For Money Had And Received)
11 Against All Defendants

12 28. Reilly re-alleges and incorporates here by this reference as though set forth
13 in full each and every allegation in Paragraphs 1 through 27 hereinabove inclusive.

14 29. Defendants and each of them are indebted on the common counts to Reilly
15 for money had and received by Defendants and each of them from their use, application
16 and exploitation of Reilly's Work in the operation, marketing and promotion of Woz U,
17 including inter alia.

18 A. In quantum meruit, in that Defendants and each of them obtained a
19 benefit from Reilly's Work when Defendants and each of them knew or should have
20 known that Reilly's Work was not submitted or disclosed to Defendants or any of them
21 gratuitously and was so submitted and disclosed at the express or implied request of
22 Defendants and each of them.
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1 B. In quantum valebant, on an open, mutual and current account,
2 arising from Defendants' and each of their express or implied request to Reilly to submit
3 and disclose Reilly's Work for purpose of operation, marketing and publicity of Woz
4 U, which includes revenues to be credited to Reilly's account and expenses of operation,
5 marketing and promotion to be debited to Reilly's account.
6

7 30. Reilly is entitled to receive from Defendants and each of them the fair and
8 reasonable value of Reilly's Work and as shown on an open, mutual and current account
9 among Reilly and Defendants, in an amount to be proven at trial but no less than
10 \$1,000,000.
11

12 THIRD CAUSE OF ACTION
13 (Copyright Infringement)
14 Against All Defendants

15 31. Reilly re-alleges and incorporates by this reference as though set forth in
16 full each and every allegation in Paragraphs 1 through 30 hereinabove inclusive.

17 32. Reilly is the author of the Reilly Copyrighted Work.

18 33. Reilly has registered the Reilly Copyrighted Work in the United States
19 Copyright Office as shown in the Application, a true and correct copy of which being
20 attached hereto as Exhibit I.
21

22 34. The Reilly Work is an original work subject to copyright pursuant to 28
23 U.S.C. §101.
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1 35. Defendants and each of them have infringed the Reilly Copyright Work by
2 and in connection with the operation, marketing and promotion of Woz U.

3 36. Reilly has suffered and sustained and is entitled to recover from
4 Defendants and each of them (A) damages to be proven at trial but no less than
5 \$1,000,000, (B) Defendants' and each of their profits from the use, exploitation and
6 turning to account of Reilly's Work and (C) attorneys' fees pursuant to 17 U.S.C. §505.
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8 FOURTH CAUSE OF ACTION
9 (Declaratory Relief)
10 Against All Defendants

11 37. Reilly re-alleges and incorporates by this reference as though set forth in
12 full each and every allegation in Paragraphs 1 through 36 hereinabove inclusive.

13 38. A case of actual controversy has arisen and now exists between Reilly, on
14 the one hand, and Defendants and each of them, on the other hand. Reilly contends:
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16 A. Woz U embodies the Reilly Work in its operation, marketing and
17 promotion.

18 B. Defendants and each of them are obligated to account and pay to
19 Reilly the reasonable and fair value of Reilly's Work.
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21 39. Defendants and each of them dispute and deny Reilly's contentions as
22 hereinabove alleged.

23 40. Reilly is entitled to a declaratory judgment from the Court that:
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A. Woz U embodies the Reilly Work in its operation, marketing and promotion.

B. Defendants and each of them are obligated to account and pay to Reilly the reasonable and fair value of Reilly’s Work.

FIFTH CAUSE OF ACTION
(Accounting)
Against All Defendants

41. Reilly re-alleges and incorporates by this reference as though set forth in full each and every allegation in Paragraphs 1 through 40 hereinabove inclusive.

42. Reilly is entitled to an accounting based on the Implied Contract and by reason of the open, mutual and current account among Reilly and Defendants and each of them.

43. The exact monies due and owing to Reilly from Defendants and each of them comprise a long account, is unknown to Reilly and cannot be ascertained without an accounting.

44. An accounting is necessary and appropriate to ascertain the sums due to Reilly from Defendants’ and each of their operation, marketing and promotion of Woz U.

45. Reilly has demanded a complete accounting from Defendants and each of them of the revenues derived from, and expenses incurred in, the operation, marketing and promotion of Woz U. Defendants and each of them have failed and refused to give

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Reilly a complete accounting of all revenues and expenses related to the operation, marketing and promotion of Woz U.

PRAYER FOR RELIEF

WHEREFORE, Reilly prays for judgment against Defendants and each of them as follows:

A. For actual, general, compensatory and consequential damages in an amount to be proven at trial, but no less than \$1,000,000.

B. For the reasonable and fair value of Reilly’s Work in an account to be proven at trial but no less than \$1,000,000.

C. For disgorgement of Defendants’ and each of these profits from the use, exploitation and turning to account of Reilly’s Copyrighted Works.

D. For an accounting.

E. For declaratory judgment that:

1. Woz U embodies the Reilly Work in its operation, marketing and promotion.

2. Defendants and each of them are obligated to account and pay to Reilly the reasonable and fair value of Reilly’s Work.

F. For Reilly’s attorneys’ fees pursuant to 17 U.S.C. §505.

G. The interest on each amount of damages as may be permitted by law.

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H. For such other and further relief as the Court deems just and proper.

JURY DEMAND

Reilly demands a trial by jury.

November 2, 2018

Respectfully submitted,

USMAN SHAIKH LAW GROUP

/s/ Raymond J. Markovich
Raymond J. Markovich, Esq.
Attorneys for Plaintiff

EXHIBIT A

To: rreilly@hartford.edu

○ Subject: Re: College 2.0

CC:

Date: Sun, 12 Sep 2010 23:03:35 -0500

Status: Normal

From: Steve Wozniak <[REDACTED]>

Reply-to: Steve Wozniak <[REDACTED]>

At 9:16 PM -0500 9/12/10, rreilly wrote:

>Steve Woz,

>I want to start a high tech university, any thoughts!?

>Ralph Reilly

Great idea.

It will take some time but do it right.

○ First, evaluate the need for this university. Talk to tech educators, preferably ones at existing such universities. Think about where in the country (world?) makes the most sense for it.

Once you are pretty sure what advance and contribution such a university can make, you'll have to find other key people to fund the initial planning stages.

After planning is done, you should be able to raise the money to build this dream.

That's my advice and I'm too busy to do anything more.

Good luck,

Woz

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○ -- tv is wake zone

EXHIBIT B

To: Janet Wozniak <[REDACTED]>

Subject: RE: WOZ Institute of Technology

CC: "rreilly@hartford.edu" <rreilly@hartford.edu>

Date: Wed, 22 Dec 2010 09:22:16 -0500

Status: Normal

From: "George F. Claffey Jr." <gclaffey@charteroak.edu>

Reply-to: "George F. Claffey Jr." <gclaffey@charteroak.edu>

Janet it is nice to meet you. Ralph, thank you for the introduction. As Ralph stated, Charter Oak is very interested in pursuing a mutually beneficial partnership with Woz around a "school" focusing on technology, engineering, and innovation. Charter Oak is very unique (one of only three nationally) that is both a public college and is 100% online. In addition to Higher Education, Charter Oak also oversees the CT Virtual High School. Ralph and I would like to schedule a call with you in January, schedule permitting, to discuss what Charter Oak and the virtual high school can provide as a platform for which to launch multiple national academic programs based on the "Woz" name.

Our president is a "thought leader" on distance education in the 21st century. I will admit, that since he is both an Apple enthusiast and former educator, I didn't have to sell this concept or the name very much. He believes that the name recognition in addition to the innovative program ideas that Woz could provide through an iterative course design/review process would create a program that would almost instantly that would have mass appeal both to students and to the workforce leaders.

Let me know what times are good to have an initial discussion. Thank you and Happy Holidays

-George

=====George F. Claffey

Jr.

Chief Information Officer

Board for State Academic Awards

Charter Oak State College

CT Distance Learning Consortium

55 Paul J. Manafort Drive

> here for >you.
> >Until then I just need something that says you are okay
> with >me using your name for the program.
> >Thanks
> >Ralph
>
> Cool...ok to use name...I'll get more involved eventually
> but right now life is crammed.
>
> best,
>
> Woz
>
> >
> >----- Original Message Follows -----
> >From: Steve Wozniak <[REDACTED]>
> >To: rreilly@hartford.edu
> >Subject: Re: WOZ Institute of Technology
> >Date: Wed, 22 Sep 2010 19:14:43 -0400
> >
> >> At 4:58 PM -0500 9/22/10, rreilly wrote:
> >>
> >>>
> >>> >once again I didnt think that you would reply,
> >>> >I am the same guy that emailed you about college 2.0
> >>> >I am going to be bold here.....
> >>> >Would you consider endorsing the idea of ME starting
> >>> the >WOZ Institute of Technology.....???
> >>> >ralph
> >>>
> >>> of course...go ahead...I wish you total luck and
> success >> --
> >>>
> >>> -- tv is wake zone
>
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> --
>

EXHIBIT C

- 1. PREPARE 5 COPIES.
- 2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
- 3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

(1) ORIGINAL AMENDMENT (2) IDENTIFICATION NO. 11BAA2272

CONTRACTOR (3) CONTRACTOR NAME: Steve Wozniak
 CONTRACTOR ADDRESS: [REDACTED]
 (4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES NO
 CONTRACTOR FEIN / SSN - SUFFIX

STATE AGENCY (5) AGENCY NAME AND ADDRESS: BSAA/Charter Oak State College, 55 Paul Manafort Drive, New Britain CT 06053

CONTRACT PERIOD (6) DATE (FROM) 4/15/2011 THROUGH (TO) 12/22/2022 (7) INDICATE MASTER AGREEMENT CONTRACT AWARD NO. NEITHER

CANCELLATION CLAUSE THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT (9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 180
 PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).

(9) CONTRACTOR AGREES TO: (include special provisions - Attach additional blank sheets if necessary.)
 Grant permission and license to Charter Oak State College (COSC) to use and disseminate the name "Steve Wozniak"; reference to and likeness of Mr. Wozniak, the individual; and the word "Woz" and all good will, trademark, copyrights and other intellectual property associated therewith; for the sole and limited purpose of using such properties, licensures, references, words and likenesses in association with computer science educational courses specifically offered to students enrolled in the "Woz School of Technology" curriculum at COSC. Such permission and license shall be granted exclusively to COSC.
License. In the event Mr. Wozniak elects to no longer offer the Woz School of Technology program, COSC will be provided a permanent license for the courseware materials without any constraints, to offer the courses for its own academic purposes to provide continuity of the program. In such event, COSC would no longer be required to carry the "Woz" trademark on the courses. Mr. Wozniak will notify COSC at least one hundred eighty (180) days in advance should he choose to terminate the agreement and no longer wishes to offer the Woz School of Technology program and courses. This will enable COSC to make a smooth transition in the provision of the program as a COSC program.
Reports and Program Reviews. COSC will provide an annual activity report to Mr. Wozniak with information including a list of students enrolled in the Woz School of Technology program and payment activity related thereto. In addition, COSC will conduct an annual review of the Woz School of Technology program with Mr. Wozniak and at that time review any programmatic recommendations or contributions from him.
Termination Notice. This agreement may be terminated by mutual consent with one hundred eighty (180) days written notice, provided that any course that has begun during those one hundred eighty (180) days is taught through to completion and that the complete responsibilities of both parties to this agreement for such pending courses are met. COSC shall have the right to teach all required Woz School of Technology courses to students matriculated at COSC at the time of such termination who have chosen a concentration in Information Technology, and to students who need to utilize such courses in an Individualized Studies concentration.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
 COST AND SCHEDULE OF PAYMENTS. COSC shall remit a fixed payment of [REDACTED] for every unduplicated student actively enrolled in the Woz School of Technology program. Payments shall be processed on a quarterly basis (March 31, June 30, September 30 and December 31 of each year).
 Total payments made to contractor will not exceed [REDACTED]

(11) OBLIGATED AMOUNT: See Box 10. [REDACTED]

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
See Box 10.	12060	BAA77124	35186	81005	51-290	BAA_NONPROJECT			2011

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS (34) STATUTORY AUTHORITY Sec. 10a - 143(g)

(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) Steve Wozniak TITLE Contractor DATE x 2011.03.25

(36) AGENCY (AUTHORIZED OFFICIAL) Ed Klonoski TITLE President DATE

(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV. TITLE DATE

(38) ATTORNEY GENERAL (APPROVED AS TO FORM) DATE

EXECUTIVE ORDERS: --- The Contract may be subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services; Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

NON-DISCRIMINATION: --- (References in this section to "Contract" shall mean this Personal Services Agreement and references to "Contractor" shall mean the Supplier identified in Box 3 on Page 1 of this agreement.) --- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. (b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. (d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts. (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter. (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56. (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter. (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

INSURANCE: The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY: The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

WORKMANSHIP: In rendering services under this contract, the Contractor shall conform to the highest professional standards of work and business ethics. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the College in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of the College, such services as the College requests, provided in this contract.

CLAIMS: The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from the interpretation, implementation or performance under this PSA shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

GOVERNING LAW: The Laws of the State of Connecticut shall govern this contract.

CAMPAIGN CONTRIBUTION RESTRICTIONS: For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission notice advising state contractors of state contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Individual
For All Contract Types Regardless of Value

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, x Woz, of _____,
Signatory Business Address

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

x Woz
Signatory

x 2011.03.25
Date

Printed Name



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name _____

X [Signature]
Signature of Authorized Official _____

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only
 Board for State Merit Awards/
 CHARTER OAK STATE COLLEGE
 Awarding State Agency

11/01/2010
 Planning Start Date

113442272
 Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Table with 3 columns: Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost. Includes a description of services provided.

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency, Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor, Signature of Chief Official or Individual, Date, Printed Name (of above), Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court or Notary Public

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *X [Signature]* Date ▶ *X 2011.03.25*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT D



EXHIBIT E

Re: Woz institute san fran meeting

12/11/17, 9:30 PM

Reply Forward

Re: Woz institute san fran meeting

steve wozniak [redacted]

To: Reilly, Ralph

Cc: Janet Wozniak [redacted]

Sunday, December 18, 2011 12:10 AM

You replied on 11/21/2017 8:34 AM.

I have no time so whatever you want to try. I wouldn't have the time to promote this myself. I wouldn't even go looking myself for such a thing. I figure it's your idea.

steve wozniak [redacted]

ok a new size tv

On Dec 17, 2011, at 8:17 PM, rreilly wrote:

Would you rather I go to another institution?

----- Original Message Follows -----

From: steve wozniak

[redacted]

To: rreilly@hartford.edu

Cc: Janet Wozniak <[redacted]>

Subject: Re: Woz institute san fran meeting

Date: Sat, 17 Dec 2011 20:11:08 -0800

getting a deal with just my name as a cover for their

programs

steve wozniak



[redacted]

EXHIBIT F

Wozniak-Apollo Licensing

Arrangement:

- The relationship between Apollo Group and Stephen Wozniak would be structured as a licensing relationship
- Licensing fee would be charged on an annual basis primarily as a set fee or potentially a few plus potentially some performance participation as the success of the school grows. %
- Apollo Group would have the rights of the use of Wozniak's name and likeness for the school, all marketing and promotion on a global basis throughout all media channels.
- In addition, Apollo Group would require a specified amount of time and contribution from Stephen Wozniak personally to guarantee that the school represents his spirit of innovation and thinking around technology trends in the world.

Requirements of Steve Wozniak:

Apollo Group would require a limited amount of time for the set up, launch and the maintenance of the School. This time would be tightly controlled

Development of the School:

- Initial time to develop the key concepts and philosophy of school so that it is in keeping with Mr. Wozniak’s vision and beliefs. The set up period of the school would last between 3 months and 5 months. Requirements of time could include:
 - Two half-day working sessions
 - Three to Five 90 minute conference calls
 - Time to review and approve final brand, and key materials for launch

Launch of the School:

- At launch, Apollo Group would want to create a significant media event to generate awareness and consideration of the school to assure its long-term success. It is expected that the launch period would last between 30 and 60 days. This would require some time and participation by S. Wozniak.
- Speak to press and PR for a short period of time around the launch
- Available for 1-2 key events at launch
- ~~Ability to promote in blogs and at speaking events~~

School Participation:

- It is expected that S. Wozniak would provide some ongoing participation. This would be limited but it is important to be able to maintain a viable school with Mr. Wozniak's name that his presence is felt in specific ways.
- Blogs and contributions for general school such as audio or video podcasts, which could be produced while Mr. Wozniak, is engaged in other activities.
- One to two large lectures that are "broadcast" to entire school
- Annual commencement address at a specific location.

Economic Relationship: To be
discussed as part of the licensing
arrangement

Timeline:

- Development of Licensing relationship
Feb – Mar, 2012 ✓
- Creation and development of Institute
Apr – Sep, 2012
- Launch
Oct – Jan, 2013

EXHIBIT G

**Woz Institute of Technology
In Partnership with Apollo Group**

**Proposed Framework
January 30, 2012**

Summary:

Apollo Group will license the name of Stephen Wozniak to create the "Woz Institute of Technology" a next-generation online school that teaches the most in-demand, and fast-changing information technology skills and competencies to working adults. Leveraging Apollo Group's most advanced technologies and capabilities in online learning, The "Woz Institute of Technology" will develop highly focused courses taught by the leading thinkers and contributors in the field of IT. These courses will be created around the leading and newest skills required to work in the IT field. The school will be launched as an Apollo Group entity focusing on certificate courseware aimed at specific company skills, with the first focus on developing for the Apple ecosystem. Ultimately WIT could be the umbrella brand for the larger suite of IT programs and classes at Apollo Group. The school's ultimate brand objective would be to maintain and extend the legacy of innovative IT and technological thinking that was at the heart of Apple's founding by Steve Wozniak. It should represent a powerful legacy for Steve Wozniak and his contribution to one of the greatest corporate success stories in modern capitalism.

Key Objectives:

- Launch a school that can provide a global learning platform for tens of millions of aspiring technology learners worldwide around the most in demand skills in technology
- Develop a new model for learning that can teach critical skills in a fast paced global economy.
- Launch a brand that maintains the spirit and legacy of innovation and entrepreneurship of Steve Wozniak as one of the founders of one of the most successful innovation companies in modern times.
- Create a significant new and fast growing organization that could generate significant revenues and profits and provide an ultimate umbrella organization for Apollo Group global IT and technology programs.

Key Elements:

- “WIT” will deliver a new class of learning and educational courseware designed for the most in demand and most recent skills including Apple ecosystem capabilities
- Initially, WIT will focus on several key in demand areas with the first one being providing skills to individuals to write and build in the Apple environment.
- These programs would function as certificate programs to begin with. They would be taught by the leading teachers and thinkers in the field including current teachers, employees of companies, and bloggers.
- The certificate programs would be tied and even sponsored by corporations in technology that are looking for these certificate holders.
- The courseware would operate in Apollo Group’s most advanced online environments, featuring the most sophisticated multimedia experiences, toolsets and capabilities including social, mobile, and collaboration.
- In addition to the courseware, Apollo Group would create and launch a “marketplace” for apps and contributions by external faculty and contributors to provide additional tools and learning guides that could be consumed by students at different price points.
- Initially, WIT would be launched as a separate Apollo Group entity so that it is unencumbered by any UoP accreditation restrictions and can serve a global audience. However, over time, it could evolve to be the umbrella brand overseeing the IT programs of the larger Apollo Group organization.

Wozniak-Apollo Licensing Arrangement:

- ✓ *7/8* *Wozniak* • The relationship between Apollo Group and Stephen Wozniak would be structured as a licensing relationship
- Licensing fee would be charged on an annual basis primarily as a set fee or potentially a few plus potentially some performance participation as the success of the school grows.
- ✓ *Woz* • Apollo Group would have the rights of the use of Wozniak’s name and likeness for the school, all marketing and promotion on a global basis throughout all media channels.
- In addition, Apollo Group would require a specified amount of time and contribution from Stephen Wozniak personally to guarantee that the school represents his spirit of innovation and thinking around technology trends in the world.

Requirements of Steve Wozniak:

- Apollo Group would require a limited amount of time for the set up, launch and the maintenance of the School. This time would be tightly controlled to respect the schedule of Steve Wozniak. It would be focused on the key areas

EXHIBIT H


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About The Woz Institute of Technology



Steve Wozniak Co-founded Apple with Steve Jobs and revolutionized the computing industry.

Known as the Woz, his design allowed personal computers to be affordable to everyone. In keeping with that original vision The Woz Institute of Technology offers the best technology courses online for everyone to take, for free. We believe that this is the future of online technological education. Our classes are available at any time and at the pace of the individual student.

A Silicon Valley icon and philanthropist for more than thirty years, Steve Wozniak has helped shape the computing industry with his design of Apple's first line of products the Apple I and II and influenced the popular Macintosh. In 1976, Wozniak and Steve Jobs founded Apple Computer Inc. with Wozniak's Apple I personal computer. The following year, he introduced his Apple II personal computer, featuring a central processing unit, a keyboard, color graphics, and a floppy disk drive. The Apple II was integral in launching the personal computer industry.

In 2000, he was inducted into the Inventors Hall of Fame and was awarded the prestigious Heinz Award for Technology, The Economy and Employment for "single-handedly designing the first personal computer and for then redirecting his lifelong passion for mathematics and electronics toward lighting the fires of excitement for education in grade school students and their teachers".

Our Courses

- Short interactive video modules
- Designed for you to learn the material at your own pace
- Interactive testing
- Closed captioned to allow translation into any language



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Courses



A+ Certification

The A+ certification demonstrates competency as a computer technician. Students will have the knowledge required to understand the fundamentals of computer technology, networking, and security, and will have the skills required to identify hardware, peripheral, networking, and security components. The student will understand the basic functionality of the operating system and basic troubleshooting methodology, practice proper safety procedures, and will effectively interact with customers and peers.



Ethical Hacker Certification

An ethical hacker is usually employed by an organization who trusts him or her to attempt to penetrate networks and/or computer systems, using the same methods as a hacker, for the purpose of finding and fixing computer security vulnerabilities. Unauthorized hacking (i.e., gaining access to computer systems without prior authorization from the owner) is a crime in most countries, but penetration testing done by request of the owner of the targeted system(s) or network(s) is not.



Website Design & Development Certification

Web development is a broad term for the work involved in developing a web site for the Internet (World Wide Web) or an intranet (a private network). Web development can range from developing the simplest static single page of plain text to the most complex web-based internet applications, electronic businesses, and social network services. Web developer is primarily responsible for the overall design of pages and graphics.



Network Security Certification

The Network Security certification course designates knowledgeable professionals in the field of security, one of the fastest-growing fields in IT. Security threats are increasing in number and severity, and the gap between the need for security professionals and qualified IT personnel is the largest of any IT specialty. Even in a troubled economy, most businesses plan to maintain or increase their investment in security.



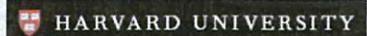
Cloud Essentials

This course provides knowledge of PC components, functionality, compatibility and related technology topics with an explanation of technology and computer hardware basics, common errors, software installation and functions, and security risks and prevention. It will also cover the communication skills to engage a customer, identify types of technology users, provide appropriate solutions based on needs and requirements - including Green IT and preventative maintenance - and coordinate with technical staff throughout the sales process.



Network Administrator Certification

A Network Administrator is an individual that is responsible for the maintenance of computer hardware and software systems that make up a computer network including the maintenance and monitoring of an active data network or converged infrastructure and related network equipment. Network Administrators are generally mid-level support staff within an organization and don't typically get involved directly with users. Network Administrators focus upon network components within a company's LAN/WAN infrastructure ensuring integrity.



A+ Certification

Amanda Cooper

The A+ certification demonstrates competency as a computer technician. This course was developed to provide training in computer PC repair. Students will gain a fundamental understanding of a PC through interactive learning and theory-based instruction. Specific topics include computer hardware and software installation, troubleshooting, and maintenance.

About the Instructor



I am a professor of Computer Science, in the Harvard School of Engineering and Applied Sciences. I am also a core faculty member of the Harvard Wyss Institute for Biologically Inspired Engineering, where I co-lead the BioRobotics Platform. Before becoming faculty, I spent a year as a research fellow in the Department of Systems Biology at Harvard Medical School, where I am still affiliated. I was a graduate student and postdoc lecturer at the MIT Computer Science and Artificial Intelligence Laboratory (CSAIL) and a member of the Amorphous Computing Group and the Bell Labs GRPW graduate fellowship program. I am grateful to have received the Microsoft New Faculty Fellowship Award (2005), NSF Career Award (2007), the Thomas D. Cabot associate professor chair (2009), the Borg Early Career Award (2010), and a Radcliffe Fellowship (2012)/

Suggested Reading

Assigned readings are mostly open source materials that can be found through the web. Although the lectures are designed to be self-contained, the syllabus lists readings throughout the course for those who wish to write papers and complete the advanced track requirements. Please see the syllabus for more details.

Course Format

Each week, there will be a series of short lectures, followed by interactive assessments that refer to the weekly readings on an organizational theory and case. In addition, there will be a forum where students post questions, respond to others, and "like" questions they want answered. Each week I will record and post on-line the discussion of highly rated forum questions (screen-side chat). A final exam will review all the prior weeks material. Students wishing to take the advanced track will be able to perform additional tasks that involve more reading, critical reflection, and application of the materials. In particular, they will be able to write short papers and conduct peer evaluations of one another's work.

Course Syllabus

- Week 1:** Introduction
- Week 2:** Decisions by rational and rule-based procedures
- Week 3:** Decisions by dominant coalitions
- Week 4:** Decisions in organized anarchies
- Week 5:** Developing organizational learning and intelligence
- Week 6:** Developing an organizational culture
- Week 7:** Managing resource dependencies
- Week 8:** Network forms of organization
- Week 9:** Institutions and organizational legitimacy
- Week 10:** Summary

Recommended Background

None. All are welcome.



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Browse Homebrew Courses

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The Homebrew Computer Club

When Steve Wozniak and Steve Jobs unveiled the Apple I, they didn't alert the media. They demonstrated it to their soul mates at the Homebrew Computer Club.

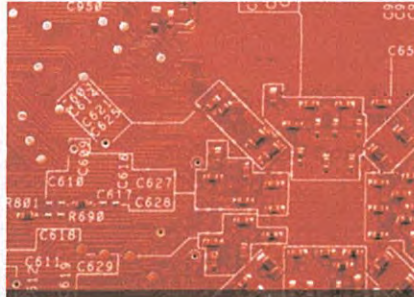
This was their forum for sharing ideas
Come join us in our new forum

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The Future of Gaming

Sed ut perspiciatis unde omnis iste natus error sit voluptatem accusantium doloremque laudantium totam rem aperiam, eaque ipsa quae ab illo.




Motherboard Circuitry 101

Sed ut perspiciatis unde omnis iste natus error sit voluptatem accusantium doloremque laudantium totam rem aperiam, eaque ipsa quae ab illo.



Data Center Management

Sed ut perspiciatis unde omnis iste natus error sit voluptatem accusantium doloremque laudantium totam rem aperiam, eaque ipsa quae ab illo.



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* Confirm Password

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The screenshot shows the Woz Institute Technology website. At the top, there is a navigation bar with links for ABOUT, COURSES, HOMEBREW, LOGIN, SIGN UP, and PROFILE. The main header features the Woz Institute Technology logo and a large banner with the text "FREE TECHNOLOGY CERTIFICATION CLASSES ONLINE". A central modal window is open, titled "Login", with a lock icon and a "No account yet? Sign up." link. The modal contains input fields for "Email" and "Password", a "Forgot your username or password?" link, and a "Login" button. Below the modal, there are six course cards: "A+ Certification", "Ethical Hacker", "Web Design", "Network Security", "Cloud Essentials", and "Network Administration". Each card includes a video thumbnail and a play button icon.

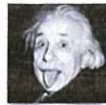


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The Woz Institute Community

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Change image
Limit 1MB, JPG, GIF or PNG format

Location

City: State: AK Country:

Gender

M F Other Prefer not to say

Birthday

Month: November Date: 03 Year: 1967

About Me

Nickname (Your public identity): Occupation:

Short Bio (Tell everyone about yourself)

Resume/CV

Upload File Limit 1MB, Word, .TXT, .PDF

Websites

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http://www.twitter.com/
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http://www.linkedin.com/in/
http://plus.google.com/

My Courses

- Control of Mobile Robots
- Computer Vision: From 3D to Visual Recognition
- Organizational Analysis

March 15, 2013

[DEMO FOR COMPTIA A+ 220-701, 220-702]





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EXHIBIT I



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[Back](#) (JavaScript:SWESubmitForm(document.SWEForm5_0,s_0,"s_5_1_39_0","1-32ZN164"))

Case Summary:

Case #: 1-6711140524	Type of Case: Work of the Visual Arts	Opened: 6/25/2018
Title: The Woz Institute of Technology webpage		Contact Name: Usman S
Fee Due: 55.00	Service Fee Paid: 55.00	Claim Status: Pending

Submit Your Work(s)

To complete your submission, please submit the required copy(ies) of your work (<http://www.copyright.gov/eco/help-dep>)

(1) Upload your work(s) (<http://www.copyright.gov/eco/help-upload-tutorial.html>): Please perform the following steps for

Step 1: Click the "Select files to upload" button. Using your computer's browser, select your files for the corresponding v

Step 2: After uploading all files for this work, click the corresponding "Complete Your Submission" (<http://www.copyright>)

Please note: Files cannot be returned or deleted once uploaded. To avoid delays and/or a later effective date of

- It is a category of work that may be uploaded (<http://www.copyright.gov/eco/help-upload-category.html>)
- It is an acceptable file type (<http://www.copyright.gov/eco/help-acceptable-files.html#type>)
- It is an acceptable file size (<http://www.copyright.gov/eco/help-acceptable-files.html#size>)

Upload Your Work(s)

Case Details

Case #: 1-6711140524
 Title: The Woz Institute of Technology webpage
 Volume:
 Number:
 Issue Date:
 Type of Work: Work of the Visual Arts

Updates

Comments (JavaScript:SWESubmitForm(document.SWEForm6_0,s_1,"s_6_2_36_0","1-32ZMVFZ")) (JavaScript:SWESubmitForm(document.SWEForm6_0,s_2,"s_6_2_36_0","1-32ZMVFZ"))	Activity Type (JavaS (JavaS
Submitted by USHAIKH on 06/25/2018	Upload Deposit

(2) Send Your Work(s) by Mail:

- Click the "Create Shipping Slip" button in the table below; a Shipping Slip link will appear in the Attachments column.
- Click the Shipping Slip link and print out and attach the shipping slip(s) to your deposit copy(ies). For multiple cases, b attach shipping slips to the corresponding copies.
- Mail the deposit copy(ies) within 30 days to the Copyright Office address at the bottom of the slip.Note: Your effective be based on the date on which we receive the copies **with corresponding shipping slips attached**.

Click "Home" after uploading files(s) or printing shipping slip(s). You may verify the submission in the open Cases tat Home page.

Send Your Work(s) by Mail

[Create Shipping Slip](#)

(JavaScript:SWESubmitForm(document.SWEForm1_0,s_8,"s_1_1_11_0",""))



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About The Woz Institute of Technology



Steve Wozniak Co-founded Apple with Steve Jobs and revolutionized the computing industry.

Known as the Woz, his design allowed personal computers to be affordable to everyone. In keeping with that original vision The Woz Institute of Technology offers the best technology courses online for everyone to take, for free. We believe that this is the future of online technological education. Our classes are available at any time and at the pace of the individual student.

A Silicon Valley icon and philanthropist for more than thirty years, Steve Wozniak has helped shape the computing industry with his design of Apple's first line of products the Apple I and II and influenced the popular Macintosh. In 1976, Wozniak and Steve Jobs founded Apple Computer Inc. with Wozniak's Apple I personal computer. The following year, he introduced his Apple II personal computer, featuring a central processing unit, a keyboard, color graphics, and a floppy disk drive. The Apple II was integral in launching the personal computer industry.

In 2000, he was inducted into the Inventors Hall of Fame and was awarded the prestigious Heinz Award for Technology, The Economy and Employment for "single-handedly designing the first personal computer and for then redirecting his lifelong passion for mathematics and electronics toward lighting the fires of excitement for education in grade school students and their teachers".

Our Courses

- Short interactive video modules
- Designed for you to learn the material at your own pace
- Interactive testing
- Closed captioned to allow translation into any language



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Courses



A+ Certification

The A+ certification demonstrates competency as a computer technician. Students will have the knowledge required to understand the fundamentals of computer technology, networking, and security, and will have the skills required to identify hardware, peripheral, networking, and security components. The student will understand the basic functionality of the operating system and basic troubleshooting methodology, practice proper safety procedures, and will effectively interact with customers and peers.



Ethical Hacker Certification

An ethical hacker is usually employed by an organization who trusts him or her to attempt to penetrate networks and/or computer systems, using the same methods as a hacker, for the purpose of finding and fixing computer security vulnerabilities. Unauthorized hacking (i.e., gaining access to computer systems without prior authorization from the owner) is a crime in most countries, but penetration testing done by request of the owner of the targeted system(s) or network(s) is not.



Website Design & Development Certification

Web development is a broad term for the work involved in developing a web site for the Internet (World Wide Web) or an intranet (a private network). Web development can range from developing the simplest static single page of plain text to the most complex web-based internet applications, electronic businesses, and social network services. Web developer is primarily responsible for the overall design of pages and graphics.



Network Security Certification

The Network Security certification course designates knowledgeable professionals in the field of security, one of the fastest-growing fields in IT. Security threats are increasing in number and severity, and the gap between the need for security professionals and qualified IT personnel is the largest of any IT specialty. Even in a troubled economy, most businesses plan to maintain or increase their investment in security.



Cloud Essentials

This course provides knowledge of PC components, functionality, compatibility and related technology topics with an explanation of technology and computer hardware basics, common errors, software installation and functions, and security risks and prevention. It will also cover the communication skills to engage a customer, identify types of technology users, provide appropriate solutions based on needs and requirements - including Green IT and preventative maintenance - and coordinate with technical staff throughout the sales process.



Network Administrator Certification

A Network Administrator is an individual that is responsible for the maintenance of computer hardware and software systems that make up a computer network including the maintenance and monitoring of an active data network or converged infrastructure and related network equipment. Network Administrators are generally mid-level support staff within an organization and don't typically get involved directly with users. Network Administrators focus upon network components within a company's LAN/WAN infrastructure ensuring integrity.



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HARVARD UNIVERSITY

A+ Certification

Amanda Cooper

The A+ certification demonstrates competency as a computer technician. This course was developed to provide training in computer PC repair. Students will gain a fundamental understanding of a PC through interactive learning and theory-based instruction. Specific topics include computer hardware and software installation, troubleshooting, and maintenance.

About the Instructor



I am a professor of Computer Science, in the Harvard School of Engineering and Applied Sciences. I am also a core faculty member of the Harvard Wyss Institute for Biologically Inspired Engineering, where I co-lead the BioRobotics Platform. Before becoming faculty, I spent a year as a research fellow in the Department of Systems Biology at Harvard Medical School, where I am still affiliated. I was a graduate student and postdoc lecturer at the MIT Computer Science and Artificial Intelligence Laboratory (CSAIL) and a member of the Amorphous Computing Group and the Bell Labs GRPW graduate fellowship program. I am grateful to have received the Microsoft New Faculty Fellowship Award (2005), NSF Career Award (2007), the Thomas D. Cabot associate professor chair (2009), the Borg Early Career Award (2010), and a Radcliffe Fellowship (2012)/

Suggested Reading

Assigned readings are mostly open source materials that can be found through the web. Although the lectures are designed to be self-contained, the syllabus lists readings throughout the course for those who wish to write papers and complete the advanced track requirements. Please see the syllabus for more details.

Course Format

Each week, there will be a series of short lectures, followed by interactive assessments that refer to the weekly readings on an organizational theory and case. In addition, there will be a forum where students post questions, respond to others, and "like" questions they want answered. Each week I will record and post on-line the discussion of highly rated forum questions (screen-side chat). A final exam will review all the prior weeks material. Students wishing to take the advanced track will be able to perform additional tasks that involve more reading, critical reflection, and application of the materials. In particular, they will be able to write short papers and conduct peer evaluations of one another's work.

Course Syllabus

- Week 1:** Introduction
- Week 2:** Decisions by rational and rule-based procedures
- Week 3:** Decisions by dominant coalitions
- Week 4:** Decisions in organized anarchies
- Week 5:** Developing organizational learning and intelligence
- Week 6:** Developing an organizational culture
- Week 7:** Managing resource dependencies
- Week 8:** Network forms of organization
- Week 9:** Institutions and organizational legitimacy
- Week 10:** Summary

Recommended Background

None. All are welcome.




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The Homebrew Computer Club

When Steve Wozniak and Steve Jobs unveiled the Apple I, they didn't alert the media. They demonstrated it to their soul mates at the Homebrew Computer Club.

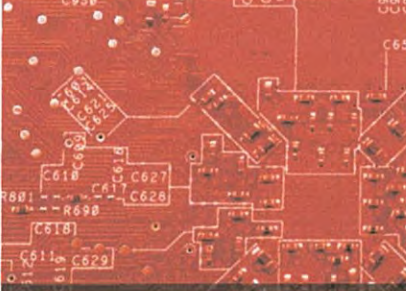
This was their forum for sharing ideas
Come join us in our new forum

[Learn More »](#)



The Future of Gaming

Sed ut perspiciatis unde omnis iste natus error sit voluptatem accusantium doloremque laudantium totam rem aperiam, eaque ipsa quae ab illo.




Motherboard Circuitry 101

Sed ut perspiciatis unde omnis iste natus error sit voluptatem accusantium doloremque laudantium totam rem aperiam, eaque ipsa quae ab illo.



Data Center Management

Sed ut perspiciatis unde omnis iste natus error sit voluptatem accusantium doloremque laudantium totam rem aperiam, eaque ipsa quae ab illo.



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Motherboard Basics

by Rocky Clark

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Apple Co-F... Computer Engineer

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A+ Certification

Ethical Hacker

Web Design

Network Security

Cloud Essentials

Network Administration



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Location

City State Country

Gender

M F Other Prefer not to say

Birthday

Month Date Year

About Me

Nickname (Your public identity) Occupation

Short Bio (Tell everyone about yourself)

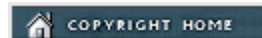
Resume/CV

Upload File Limit 1MB, Word, .TXT, .PDF

Websites

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- Control of Mobile Robots
- Computer Vision: From 3D to Visual Recognition
- Organizational Analysis



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Case Summary:

Case #: 1-7078846031	Type of Case: Literary Work	Opened: 10/26/20
Title: The Woz Institute of Technology Demo		Contact Name: Usman S
Fee Due: 55.00	Service Fee Paid: 55.00	Claim Status: Pending

Submit Your Work(s)

To complete your submission, please submit the required copy(ies) of your work (<http://www.copyright.gov/eco/help-dep>)

(1) Upload your work(s) (<http://www.copyright.gov/eco/help-upload-tutorial.html>): Please perform the following steps for

Step 1: Click the "Select files to upload" button. Using your computer's browser, select your files for the corresponding v

Step 2: After uploading all files for this work, click the corresponding "Complete Your Submission" (<http://www.copyright>)

Please note: Files cannot be returned or deleted once uploaded. To avoid delays and/or a later effective date of

- It is a category of work that may be uploaded (<http://www.copyright.gov/eco/help-upload-category.html>)
- It is an acceptable file type (<http://www.copyright.gov/eco/help-acceptable-files.html#type>)
- It is an acceptable file size (<http://www.copyright.gov/eco/help-acceptable-files.html#size>)

Upload Your Work(s)

Case Details

Case #: 1-7078846031
 Title: The Woz Institute of Technology Demo
 Volume:
 Number:
 Issue Date:
 Type of Work: Literary Work

Updates

Comments (JavaScript:SWESubmitForm(document.SWEForm6_0,s_1,"s_6_2_36_0","1-392MJBS")) (JavaScript:SWESubmitForm(document.SWEForm6_0,s_2,"s_6_2_36_0","1-392MJBS"))	Activity Type (JavaS (JavaS Upload Deposit
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Submitted by USHAIKH on 10/26/2018

(2) Send Your Work(s) by Mail:

- Click the "Create Shipping Slip" button in the table below; a Shipping Slip link will appear in the Attachments column.
- Click the Shipping Slip link and print out and attach the shipping slip(s) to your deposit copy(ies). For multiple cases, b attach shipping slips to the corresponding copies.
- Mail the deposit copy(ies) within 30 days to the Copyright Office address at the bottom of the slip.Note: Your effective be based on the date on which we receive the copies **with corresponding shipping slips attached**.

Click "Home" after uploading files(s) or printing shipping slip(s). You may verify the submission in the open Cases tat Home page.

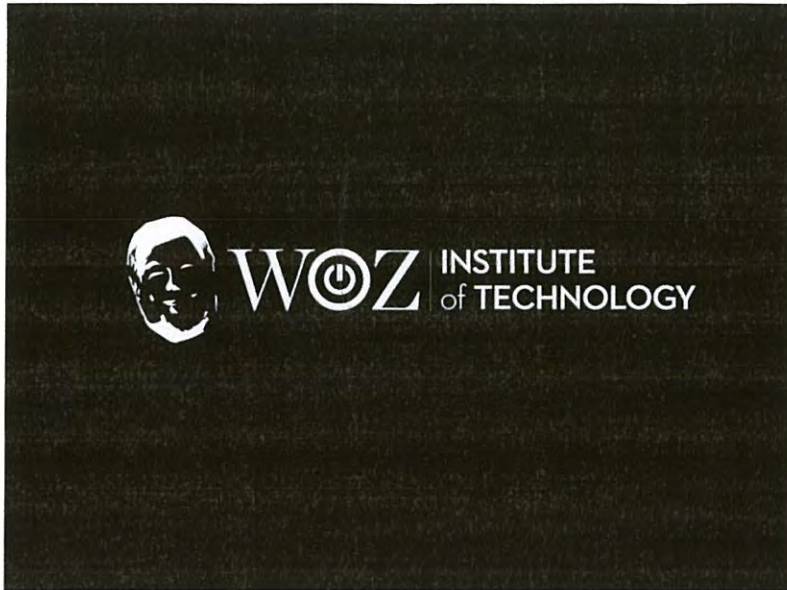
Send Your Work(s) by Mail

[Create Shipping Slip](#)

(JavaScript:SWESubmitForm(document.SWEForm1_0,s_8,"s_1_1_11_0",""))

March 15, 2013

[DEMO FOR COMPTIA A+ 220-701, 220-702]



March 15, 2013

[DEMO FOR COMPTIA A+ 220-701, 220-702]

VIDEO PLAN	
My name is Matt and welcome to the WOZ Institute of Technology.	Actor on set in an indoor office space. Need lighting as it will be evening.
Today I'll walk you through our first course module in the in the A+ Certification Course.	
[Seems hard to believe now, but]there was a time when only large corporations had computers, big mainframes. Steve Wozniak changed all that by designing computers for everyone. The "WOZ", is the creator of the personal computer. And now while every home has a PC, it is still the most confounding device we own. Most people pay large sums of money to have technical experts make even the slightest changes, afraid to touch the machine themselves.	Change shots as he tells story
The A+ certification is your critical first step as you move into the fast paced world of information technology.	
The Computing Technology Industry Association (CompTIA) A+ certification proves that you're a competent hardware technician--capable of upgrading, troubleshooting, and fixing problems related to physical devices (such as memory chips and video cards) in Intel-compatible personal computers.	
<p><i>The new CompTIA exams consist of two parts</i></p> <ul style="list-style-type: none"> • <i><u>The first, commonly referred to as The Essentials</u></i> • <i><u>and the second, commonly referred to as the Practical Applications.</u></i> 	He needs to walk over to whiteboard where this will be or he writes it.
<p>There is a lot of material to cover with a great many objectives.</p> <p>As we get started with this module we will be looking at our A+ hardware items.</p> <p>Our discussion will begin with just a basic PC overview, highlighting the various components on the computer.</p>	Change shot, lose image of whiteboard?



March 15, 2013

[DEMO FOR COMPTIA A+ 220-701, 220-702]

<p>First we will explore the exterior case and show where things go. At that point we will also discuss the ports and connectors. These ports and connectors are located on the motherboard and poke out through slots and openings in the case. The motherboard is where everything is connected inside the computer. Then we will take a look at the interior components. During our overview we are just going to identify the various components on the motherboard. Each component that we identify now will have its own specific module at a later point in the series.</p>	<p>He picks up motherboard and start to refer to it</p>
<p>Okay Lets begin.....</p>	<p>Some change in shot</p>
<p>..... we are going to focus on identifying the components on the motherboard.</p>	<p>Change shot to product motherboard closeup and the demo portion will be hands pointing to the closeup motherboard.</p>
<p>DEMO PORTION ~2minutes?</p>	<p>[DEMO SECTION TO BE INSERTED FROM REILLY VIDEO – MONDAY]</p>
<p>By the time you've finished this course, you'll be ready for the exam and have the technical knowledge you need as you take your next big step into computer technology. Thanks for coming to the WOZ Institute of Technology.. Be sure to check out our other modules and good luck!</p>	<p>Back to narrator and close out.</p>



Beefing up the course page copy

Please add the following to A+ Certification description

The A+ certification demonstrates competency as a computer technician. Students will have the knowledge required to understand the fundamentals of computer technology, networking, and security, and will have the skills required to identify hardware, peripheral, networking, and security components. The student will understand the basic functionality of the operating system and basic troubleshooting methodology, practice proper safety procedures, and will effectively interact with customers and peers.

IF NOT ENOUGH ADD THE FOLLOWING

A computer technician tests, installs, and maintains computer and IT systems, local area networks and wide area networks, and troubleshoots hardware and network-related issues. In recent years, the responsibilities have broadened beyond addressing hardware-centric issues to include IT security problems, monitoring software programs and maintaining or repairing all peripherals and removable storage devices.

Please add the following to Ethical hacker certification

An ethical hacker is usually employed by an organization who trusts him or her to attempt to penetrate networks and/or computer systems, using the same methods as a hacker, for the purpose of finding and fixing computer security vulnerabilities. Unauthorized hacking (i.e., gaining access to computer systems without prior authorization from the owner) is a crime in most countries, but penetration testing done by request of the owner of the targeted system(s) or network(s) is not.

IF NOT ENOUGH ADD THE FOLLOWING

When adopting new technologies like cloud computing, virtualization, or IT outsourcing, enterprises are facing imminent security threats and must adjust their security processes, policies, and architectures accordingly. Among the many options available to help customers to achieve this goal, organizations should consider the value of ethical hacking services, which are rapidly gaining attention as an essential security practice that should be performed on a regular basis.

Please add the following to Website Design and Development Certification

Web development is a broad term for the work involved in developing a web site for the Internet (World Wide Web) or an intranet (a private network). Web development can range from developing the simplest static single page of plain text to the most complex web-based internet applications, electronic businesses, and social network services.

IF NOT ENOUGH ADD THE FOLLOWING



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EXHIBIT J

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Steve Wozniak
Co-founder of Apple

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ABOUT WOZ U

WOZ U is **Education. Reprogrammed.**

Inspired by Steve Wozniak, co-founder of Apple Computer, we specialize in technology and career-based programs designed to get people into the workforce quickly and affordably. Woz U is passionate about inspiring the next generation of innovators and developing the workforce of the future.

Woz U is considered part of Southern Careers Institute (SCI) and will continue to partner with other colleges and institutions as we grow. Led by higher education experts, students will learn the skills necessary to take flight within the technology industry and receive a certificate of completion upon graduation.

OUR BUSINESS PLATFORMS

WOZ U ONLINE

Students have 24/7 access to online programs with live access to instructors and mentors, high-quality video-based curriculum, and comprehensive career services. Our online program offers flexibility for those currently working full-time, traveling or simply in need of a more adaptive approach to learning.

Woz U Online currently offers the following programs:

Full-Stack Software Developer – .Net, JavaScript, Ruby, Java, and Python

Computer Support Specialist

Data Science (coming 2018)

Mobile Application (coming 2018)

Cyber Security (coming 2018)

WOZ U EDUCATION

We provide K-12 with Career Pathways: STEAM programs that lead to success in Woz U technology and career-based programs. Our Woz U Certified Educator program simultaneously

develops the teaching knowledge necessary to become a co-collaborator with students engaged in technology-driven, project-based learning.

WOZ U ENTERPRISE

We help businesses recruit, re-train, and retain employees. Our customized programs will train employees in the current system and new technologies based on specific needs and desired outcomes.

WOZ U ACADEMY

Coming in 2018, our academies will feature one-to-one instruction, the most advanced teaching technology for adaptive and progressive learning styles, and career advisors to help guide students into their technology career path. Students will have the option to be fully immersed or learn at their own pace.

WOZ U ACCELERATOR

Coming in 2019, our goal is to identify and develop the most elite talent through our Online and Academy platforms and place them into the fastest growing, top technology companies around the world. Our students in the Accelerator program will be exceptionally skilled in the most advanced technology programs offered. Students will be offered entrepreneur programs, learn how to finance and capital raise for start-ups, and will be offered fully paid internship programs from around the world. This is an aggressive 12-16 month fully-immersive program.

WOZ U MOBILE APP

Our multi-functional mobile app includes an aptitude test which will point prospective students to the best available career path for them, allowing them to focus on where they are most likely to grow and thrive in a technology-based career based on their interests and strengths. It is also a

way for current students to access the Woz U curriculum through our state-of-the-art Learning Management System (LMS) called Atlas.

[Learn More](#)

WOZ U PARTNERS

Woz U has established partnerships with traditional universities, businesses, government, and non-profits to help people advance their careers while filling the technology gap in the global workforce. Our partnerships are designed to spur innovation and growth for technology-

based entrepreneurs and thought leaders. Organizations partner with Woz U to attract and retain top technology talent worldwide.

WOZ U MISSION

WOZ U will deliver personalized technology-based learning to energize a new generation of innovators. We are committed to bringing the best personal development experience to students, educators, creative professionals and consumers around the world through our innovative curriculum, delivery platform, and personalized training offerings.

WOZ U VISION

Our vision is to deliver the most customer-centric enterprise; to build a place where people can come to discover the “newer middle” career sector training and push the boundaries of what is possible from Kindergarten to Career.

WOZ U CORE VALUES

Deliver World Class Experience

Adding relevant value to the learner's experience is at the core of every decision we make.

Embrace and Drive Change

We are committed, continuously working to innovate and improve our programs, services, and processes.

Be Audacious, Innovative, and Open-Minded

We are change agents; we see the world not for how it is, but for how it could be.

Create Makers and Builders

We give rise to the infectious and voracious love of learning, inspired by self-efficacy and the optimistic ability to create.

Do More with Less

We simplify all processes to the fewest steps possible.

Build a Progressive Team and Family Spirit

We stay cutting edge while investing efforts, energy, and resources to support activities and charities that develop teams and families.

Performance Driven

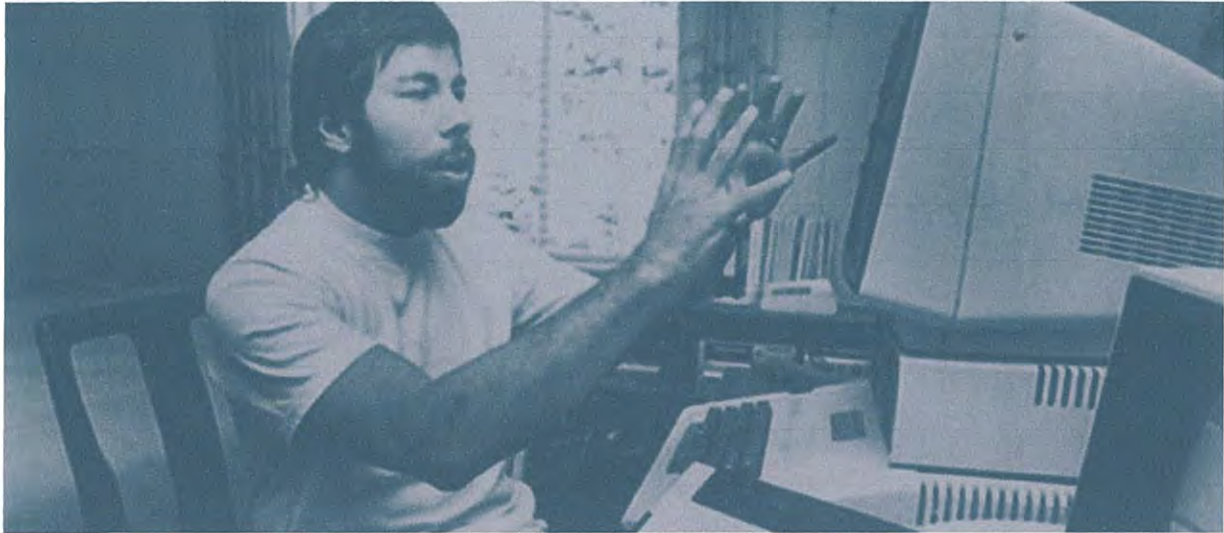
We act with greater accountability, transparency, and integrity while remaining profitable and innovative.

Be Passionate and Determined

We are energized by possibilities and driven to discover innovative solutions.

ABOUT STEVE WOZNIAK

In 1978, he revolutionized the tech industry. Now, he's revolutionizing education. In 1978, Steve Wozniak single-handedly built the Apple II computer, a computer that would change the way people interacted with technology.



The Apple II was revolutionary because it was the first computer in the world that could display graphics in color, and had a built-in BASIC computer language, which astounded the tech world. In fact, the Apple II became the first highly successful mass-produced personal computer. This computer helped push Apple Computer, the company he co-founded with Steve Jobs, to the top of the tech world.



VIEW CURRICULUM ▶ (</curriculum>)

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EXHIBIT K

RE: Woz institute san fran meeting

Reilly, Ralph

Tue 11/21/2017 8:34 AM

To: steve.wozniak@apple.com <[REDACTED]>;

Hey Woz- it's been awhile

Congratulations on Woz U – I am so happy for you, it's exactly what I envisioned for Woz Institute of Technology when I first approached you with the idea and we met with the Apollo big wigs in San Francisco-

Apollo didn't 'get it' but it looks like this other organization does! Unfortunately, I was just the little guy then and did not have the money or the connections to bring it to fruition back then.

Creating a school based on your name was the greatest project idea of my life – a true passion. I even have a LMS I developed you can use.

I was hoping to still be a part of this – it was my dream to create a tech school based on your name – just as Apple was your dream back when you were the little guy.

I would be a tremendous asset to you- because I obviously 'get' the concept, I 'get' the mission and most importantly I get 'you'. Equally important is you already know that you can trust me.

I know you're crazy busy – please take some time for me on this

Re: Woz institute san fran meeting

steve wozniak <[REDACTED]>

Sun 12/24/2017 3:41 PM

Inbox

To: Reilly, Ralph <rreilly@hartford.edu>;

Cc: Ken Hardesty <kenh@woz.org>; j Wozniak <[REDACTED]>;

Sorry to take so long. I had such a hard few months that I decided, when it was over, to spend 2 weeks at home only 'living' and not even seeing close friends. It was family time only.

You are right on the mark. You had the right idea. As you remember, Apollo came up with a deal for me but it wasn't a Woz U. attracting people who admire what I'm about. It was a set of videos to their students where I'd be paid a few hundred \$K but I turned it down. My background represents a lot more than that.

Ken, who worked on the Apollo project, eventually worked with some people in Phoenix who ran great institutions of education there and they went all-in for the Woz U. idea.

I can't do anything operationally, like bringing friends on board. But you can certainly deal with Woz U yourself and use me as a reference and see if there is a place to get connected. I doubt it would have happened without your initial idea!

best,
Woz

On Nov 21, 2017, at 5:34 AM, Reilly, Ralph <rreilly@hartford.edu> wrote:

Hey Woz- it's been awhile

Congratulations on Woz U – I am so happy for you, it's exactly what I envisioned for Woz Institute of Technology when I first approached you with the idea and we met with the Apollo big wigs in San Francisco-

Apollo didn't 'get it' but it looks like this other organization does! Unfortunately, I was just the little guy then and did not have the money or the connections to bring it to fruition back then.

Creating a school based on your name was the greatest project idea of my

Re: Woz institute san fran meeting

Reilly, Ralph

Thu 1/11/2018 12:41 PM

Sent Items

To: Steve Wozniak <[redacted]>

Woz,

Thanks for the response, and I hope you had a very Happy New Year! Sorry it took me so long to get back to you but having severe back pain.

Regarding Woz U, I do think it would be helpful to discuss further. Since it was originally my idea and you and I agreed to pursue it together (including the Apollo meeting that apparently led to its current incarnation), I believe I should have some ownership in the venture. Just as I did years ago when I brought it to you and we first started trying to get this off the ground, I really believe in the idea. It makes me incredibly happy someone agreed with that vision and is helping put it into action. But, since it is my idea and we did agree to go in on that idea together, I would like to remain part of it going forward as at least a part owner. It would be good to get a sense of options in that regard, and I'd be happy to include someone from Southern Careers Institute/Woz U in the discussion, if you think that would help.

Thanks very much, and I look forward to talking to you soon.

Ralph

From: Steve Wozniak <[redacted]>
Sent: Sunday, December 24, 2017 3:41 PM
To: Reilly, Ralph
Cc: Ken Hardesty; j Wozniak
Subject: Re: Woz institute san fran meeting

Sorry to take so long. I had such a hard few months that I decided, when it was over, to spend 2 weeks at home only 'living' and not even seeing close friends. It was family time only.

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