

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

_____)	
Jason L. Deruyck,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. _____
)	
Jump Technologies, Inc., a Minnesota)	
corporation and John Freund,)	
)	
)	
Defendants.)	
_____)	

COMPLAINT

Plaintiff Jason L. Deruyck, for his claims against Defendants Jump Technologies, Inc. and John Freund states and alleges as follows:

THE PARTIES

1. Plaintiff Jason L. Deruyck (“Deruyck”) is an individual residing at 17511 Gage Court, Farmington, Minnesota 55024.
2. Defendant Jump Technologies, Inc. (“Jumptech”) is a Minnesota corporation with its principal place of business at 1460 Buffet Way, Suite 120, Eagan, Minnesota 55121.
3. Defendant John Freund (“Freund”) is an individual residing at 4879 Pine Lane, Eagan, Minnesota 55123.

JURISDICTION

4. Jurisdiction of the subject matter in this proceeding is conferred upon this Court by 28 U.S.C. § 1331 because the claims arise under 35 U.S.C. § 100 et seq. and 28 U.S.C. § 1367(a) because the state law claims are so related to Plaintiff’s federal claims that they form part of the

same case or controversy.

FACTUAL STATEMENT

5. On December 13, 2002, Jumptech offered Deruyck, and he accepted, a position of employment as a Senior Programmer in return for compensation of a bi-weekly salary of \$2,500 and “an additional \$350 per month to be used towards the purchase of employee benefits” after Deruyck had been employed for 90 days. Attached as **Exhibit A** is a true and correct copy of Jumptech’s offer of employment which was executed by both Deruyck and Freund, as CEO and President of Jumptech. Attached as **Exhibit B** is a true and correct copy of Jumptech’s employment agreement with Deruyck.

6. After Deruyck had been employed 90 days and between March 13, 2002 and August 2005, Jumptech did not provide Deruyck any portion of the \$350 per month that he was contractually entitled to receive. Beginning in September 2005, Jumptech paid Deruyck \$250 per month up until the date Deruyck resigned on October 31, 2006.

7. Like many positions of employment in the technology industry, Deruyck was not prohibited from developing software and/or engaging in other business enterprises in his personal time and, in fact, many employees at Jumptech were involved in side ventures, including Jumptech’s President and CEO, Freund.

8. Throughout his entire employment, Deruyck’s employment duties entailed software development for Jumptech’s flagship products: Jumpcart, Jumpcart IMS, Routelink, and Sales Force Automation.

9. In April 2005, Deruyck, Norton Lamb, Tom Healy, and Freund collectively developed a concept that they later named Gtagit (This concept and product was subsequently renamed twice but for purposes of this Complaint, it shall hereinafter be referred to as “Gtagit”).

Attached as **Exhibit C** is a true and correct copy of a detailed description of the Gtagit concept created by Deruyck in September 2006.

10. In time, the parties began turning Gtagit from a concept into a functioning product.

11. Freund, the President and CEO of Jumptech, repeatedly told Deruyck orally and in writing that Deruyck would receive 20% of all profits derived from the Gtagit idea and 20% of the subsequent patent because the Gtagit concept was unrelated to the business of Jumptech and Deruyck was not compensated by Jumptech for developing this product. The three other parties who conceived and developed Gtagit were also to receive 20% of all profits and 20% of the subsequent patent and Jumptech was to receive 20% of the profits and subsequent patent.

12. After the parties had fully developed the Gtagit product, Freund agreed to apply for the patent. Unknown to Deruyck at the time, Freund applied for the patent in Jumptech's name despite the parties' agreement that Jumptech would only be a 20% co-owner of the patent.

13. Additionally, Jumptech failed to list Deruyck as an "inventor" of the Gtagit product on its patent application to the United States Patent and Trademark Office despite his significant involvement in its development.

14. Deruyck resigned from his employment and his last day of employment was October 31, 2006.

15. As of the date of his resignation, Jumptech had not paid Deruyck \$11,550 worth of employee benefit funds to which Jumptech had contractually agreed to provide Deruyck.

16. After Deruyck resigned from Jumptech, Jumptech and Freund informed Deruyck that he would not receive 20% of the profits from Gtagit nor would he have 20% ownership in the patent on Gtagit as Jumptech and Freund had previously contractually agreed.

CLAIMS FOR RELIEF

**COUNT I
Breach of Contract**

17. Deruyck restates and adopts the allegations contained in Paragraphs 1-16, above.

18. Jumptech's failure, neglect and refusal to pay Deruyck \$350 per month under Deruyck's employment contract constitutes a breach of contract.

19. As a direct result of Jumptech's breach of contract, Deruyck has been damaged in the amount of \$11,550.

**COUNT II
Breach of Contract
(Damages and Declaratory Relief)**

20. Deruyck restates and adopts the allegations contained in Paragraphs 1-19, above.

21. Jumptech's and Freund's failure, neglect and refusal to provide Deruyck with 20% of the profits from Gtagit and 20% ownership in the Gtagit patent as they contractually agreed constitutes a breach of contract.

22. As a direct result of Jumptech's and Freund's breach of contract, Deruyck has been damaged in an amount in excess of \$50,000.

23. In addition to damages, Deruyck is also entitled to a declaration that he is legally entitled to receive 20% of any and all profits from Gtagit and 20% ownership in the Gtagit patent.

**COUNT III
Unjust Enrichment / Quantum Merit**

24. Deruyck restates and adopts the allegations contained in Paragraphs 1-23, above.

25. As a direct result of the tortious, unlawful and inequitable conduct detailed above, Jumptech and Freund have been unjustly enriched by retaining Deruyck's 20% ownership in the Gtagit patent and profits and \$11,550 of Deruyck's employee benefit funds at Deruyck's expense.

26. Equity requires that Jumptech and Freund make restitution to Deruyck for all benefits unjustly received.

**COUNT IV
Conversion**

27. Deruyck restates and adopts the allegations contained in Paragraphs 1-26, above.

28. Through the conduct detailed above, Jumptech and Freund have converted Deruyck's 20% ownership in the Gtagit patent and profits.

29. As a direct result of this unlawful conversion, Deruyck has been damaged in an amount in excess of \$50,000.

**COUNT V
Declaratory Judgment -- Violation of 35 U.S.C. § 101 et. seq.**

30. Deruyck restates and adopts the allegations contained in Paragraphs 1-29, above.

31. Defendants failed to list Deruyck as an "inventor" of the Gtagit product in their patent application to the United States Patent and Trademark Office as required by 35 U.S.C. §§ 111 and 116.

32. Deruyck is entitled to a declaration that he is an "inventor" of the Gtagit product as that term is defined in 35 U.S.C. §§ 111 and 116.

WHEREFORE, Plaintiff Jason L. Deruyck prays that judgment be entered in his favor and against the Defendant Jump Technologies, Inc. in the amount of \$11,550, together with prejudgment interest at the maximum rate allowable by law, and an order against Defendants

Jump Technologies, Inc. and John Freund requiring them to provide to Jason L. Deruyck 20% of the Gtagit patent and profits, and a declaration that Deruyck is an “inventor” of the Gtagit product as that term is defined in 35 U.S.C. §§ 111 and 116, and that the Court grant all such other and further relief as may be just and equitable, including an award of Deruyck’s disbursements and attorneys’ fees incurred herein.

Dated: December _____, 2006.

HENSON & EFRON, P.A.

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