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IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH

<p>MATHEMATICS VISION PROJECT, LLC, a Utah Limited Liability Company</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>BLAINE DILLARD, an individual,</p> <p style="text-align: center;">Defendant</p>	<p style="text-align: center;">COMPLAINT</p> <p style="text-align: center;">Tier 3</p> <p>Case No.:</p> <p>Judge</p>
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Plaintiff Mathematics Vision Project, LLC (“MVP”), hereby complains against Defendant Blaine Dillard (“Dillard”) as follows:

PARTIES

1. Mathematics Vision Project LLC (“MVP”) is a Utah limited liability company.
2. Upon information and belief, Blaine Dillard is an individual who resides in Wake County, North Carolina.

JURISDICTION AND VENUE

3. This Court has original jurisdiction over this matter under Utah Code Ann. § 78A-5-102.

4. This Court has personal jurisdiction over Dillard under Utah Code Ann. § 78B-3-201 et al. because Dillard has taken actions resulting in minimal contacts with Utah and has caused injury within Utah.

5. Venue is appropriate in this Court under Utah Code Ann. §§ 78B-3-306 and/or 78B-3-307.

6. This is a Tier III discovery case under Rule 26(c)(3).

GENERAL BACKGROUND

7. MVP sells and provides support for mathematics education curriculum and materials.

8. In 2017, MVP entered into a contract with Wake County Public School System (“WCPSS”) for MVP to provide mathematics education curriculum and materials.

9. Since that time, WCPSS and its students have benefited from the use of MVP materials and support.

10. In or around March 2019, Dillard commenced a crusade against MVP, claiming that MVP is ineffective and has harmed many students.

11. Dillard’s campaign has included at least a website (wakemvp.com), a blog (wakemvp.blogspot.com), a Facebook page (<https://www.facebook.com/groups/304121257115311/>), tweets, emails, phone calls, and in-person vocalization at school board meetings.

12. Dillard’s website, blog, Facebook page, and tweets are available anywhere in the United States. Live video streams, as well as video archives, of Dillard’s in-person vocalization at school board meetings are available anywhere in the United States through the WCPSS website.

13. Dillard’s emails and phone calls have been directed to individuals, including school officials, in at least North Carolina and Utah.

14. At a WCPSS board meeting on April 23, 2019, Dillard stated that “MVP’s success data [has been] proven to have been exaggerated or in some cases possibly even fabricated.”

15. This statement was and is false, defamatory, and not subject to any privilege.

16. On Dillard’s anti-MVP blog on April 3, 2019, Dillard claimed that “80-90%” of students using MVP are “either drowning in math chaos Hell, or the teacher is partially supplementing the program to keep results afloat and attention down.”

17. This statement was and is false, defamatory, and not subject to any privilege.

18. On Dillard’s anti-MVP blog on April 3, 2019, Dillard claimed that he conducted a surveying showing that only 2% of teachers are supportive of MVP.

19. This statement was and is false, defamatory, and not subject to any privilege.

20. On Dillard’s anti-MVP blog on March 28, 2019, Dillard posted a fabricated story about two girls who had, allegedly, been severely negatively affected by MVP.

21. This publication was and is false, defamatory, and not subject to any privilege.

22. On Dillard’s anti-MVP blog on March 27, 2019, Dillard published a post titled “MVP Eradicates WCPSS’s Performance Lead,” wherein he claimed that WCPSS’s math performance was decreasing and that MVP was the cause. Dillard made further statements claiming that the causal relationship was statistically provable.

23. These statements were and are false, defamatory, and not subject to any privilege.

24. On or after May 10, 2019, Dillard posted a document on the Internet titled “Conversations / Interactions with American Fork High School Math Teachers.” In this document, Dillard indicated that, “Based on testimonies from teachers at American Fork High School in Utah who teach former students of MVP . . . , MVP is not effective.” But only “Teacher D” (as identified in Dillard’s investigation) allegedly made any statements that could be construed as suggesting that

MVP is not effective, and “Teacher D” completely recanted via email to Dillard on May 6, 2019. Other than “Teacher D,” no other teacher from American Fork High School suggested in any manner that MVP “is not effective.”

25. Because “Teacher D” emailed Dillard no later than May 6 to explain that Teacher D’s initial comments to Dillard were incorrect and that Teacher D actually thought quite highly of MVP, Dillard’s statements in this blog post were and are false, defamatory, and not subject to any privilege.

26. On May 26, 2019, Dillard posted on Facebook that math performance improvements from Chapel Hill and Wake County had been “falsified.”

27. This statement was and is false, defamatory, and not subject to any privilege.

28. At the time Dillard published or publicly made these statements, and further at all time periods during which Dillard allowed these statements to remain published on his blog, website, Facebook page, or other distribution media, Dillard knew these statements were false and made these statements with the intent to harm MVP.

29. The publication and/or public speaking of these statements harmed MVP. Part of MVP’s business involves submitting proposals for education-related contracts with private schools, public schools, school districts, government entities, and other entities. Dillard’s statements harmed MVP’s reputation as well as perceptions of the efficacy of the products and services that MVP provides. Upon information and belief, MVP has been unable to enter into contracts, and/or has not been invited to make proposals for contracts, and/or has been forced to enter contracts on compromised terms, and/or has been denied extensions on contracts, and/or has been forced to accept contract extensions on compromised terms, and/or has been unable to attract employees and/or consultants, and/or has been forced to invest more resources than otherwise would have been necessary to consummate a contract, and/or has otherwise been harmed.

30. In the course of publishing these statements and gathering information relative to these statements, Dillard has on numerous occasions reached out to teachers and school officials in Utah by email, telephone, and otherwise, has misrepresented such correspondence with individuals in Utah, and has cited to and relied upon such correspondence with individuals in Utah.

31. Dillard also directed such individuals in Utah, to whom he reached out or with whom he corresponded, to his false and defamatory publications on his web page, blog, Facebook page, and/or other locations or media.

FIRST CAUSE OF ACTION

Defamation: libel and slander

32. All preceding allegations are incorporated herein by reference.

33. Dillard published and/or made by speaking the statements described herein above.

34. These statements were and are false, defamatory, and not subject to any privilege.

35. Dillard had no reason to believe these statements were true.

36. Dillard knew these statements were false or acted with reckless disregard to the truthfulness of these statements.

37. In making these statements, Dillard intended to harm MVP.

38. Dillard's defamatory statements harmed MVP in an amount to be shown at trial.

SECOND CAUSE OF ACTION

Tortious Interference with Business Relations

39. All preceding allegations are incorporated herein by reference.

40. In 2019, MVP was working with a Guildford Public School System in North Carolina, which is a geographic neighbor to WCPSS, on a possible contract for MVP goods and services.

41. Dillard intentionally reached out to and directed the false publications and/or statements described herein toward residents and/or school officials of the Guilford Public School System, and/or other parties related to a potential contract with the Guilford Public School System.

42. These false publications and/or statements were defamatory and therefore improper.

43. These false publications and/or statements prevented MVP from agreeing to a contract with Guilford Public School System, forced MVP into using more resources than otherwise would have been necessary to induce Guilford Public School System to enter into a contract with MVP, and/or resulted in MVP entering into a contract with Guilford Public School System on less desirable terms than MVP would have otherwise obtained.

44. Dillard intended that these publications and/or statements would prevent and/or hinder MVP from inducing Guilford Public School System to enter into a contract with MVP on terms favorable to MVP.

45. Dillard's efforts to interfere with MVP's contractual relations with Guilford Public School System harmed MVP in an amount to be shown at trial.

PRAYER FOR RELIEF

WHEREFORE, MVP prays for judgment and the following relief against Dillard:

1. For damages arising out of Dillard's defamatory statements in an amount to be shown at trial;

2. For damages arising out of Dillard's intentional interference with MVP's economic and/or contractual relations, in an amount to be shown at trial;

3. For all costs, fees, and interest to which MVP may be entitled;

4. For such other and further relief as the Court deems just and equitable.

DATED this 25th day of July, 2019.

STRONG & HANNI, P.C.

/s/ Joseph Shapiro
Joseph Shapiro
Attorneys for Plaintiff