

1 Robert J. Cassity
 Nevada Bar No. 9779
 2 Joseph G. Went
 Nevada Bar No. 9220
 3 Sydney R. Gambee
 Nevada Bar No. 14201
 4 Caitlan J. Bohn
 Nevada Bar No. 16585
 5 **HOLLAND & HART LLP**
 9555 Hillwood Drive, 2nd Floor
 6 Las Vegas, NV 89134
 Phone: 702.669.4600
 7 Fax: 702.669.4650
 bcassity@hollandhart.com
 8 jgwent@hollandhart.com
 srgambee@hollandhart.com
 9 cjbohn@hollandhart.com

10 *Attorneys for Energy Enhancement
 System, LLC*

11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF NEVADA**

13 ENERGY ENHANCEMENT SYSTEM, LLC,
 14 a Nevada limited liability company,

Case No. 2:25-cv-02015-JCM-MDC

15 Plaintiff,
 16 v.

17 THE LIGHT SYSTEM, INC., a Connecticut
 corporation; JASON SHURKA, an individual;
 18 DOES I-X; and ROE CORPORATIONS XI-
 XX,

19 Defendants.
 20

**FIRST AMENDED COMPLAINT
 (JURY TRIAL DEMANDED)**

21 Plaintiff Energy Enhancement System, LLC (“EES” or “Plaintiff”), by and through its
 22 undersigned counsel, hereby files its First Amended Complaint against Defendants The Light
 23 System, Inc. (“TLS”) and Jason Shurka (“Shurka” and together, “Defendants”), and alleges as
 24 follows:

25 **PARTIES**

26 1. Plaintiff Energy Enhancement System, LLC is a limited liability company
 27 organized and existing under the laws of Nevada, with its principal place of business in Las Vegas,
 28 Nevada.

HOLLAND & HART LLP
 9555 HILLWOOD DRIVE, 2ND FLOOR
 LAS VEGAS, NV 89134

2. Defendant The Light System, Inc. (“TLS”), is a corporation organized, existing, and incorporated under the laws of Connecticut. The Connecticut Secretary of State’s website¹ lists the following address as TLS’s principal place of business: 30 Old Kings Hwy S, #1043, Darien, CT, 06820-4526, United States. Upon information and belief, this is a virtual office.²

3. Jason Shurka is an individual residing in Florida.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to the Lanham Act, 15 U.S.C. § 1125 et seq.

9 5. This Court has supplemental jurisdiction over the factually related state law claims
10 in this dispute pursuant to 28 U.S.C. §1337.

11 6. TLS is subject to personal jurisdiction in the District of Nevada, consistent with the
12 principles of due process and the Nevada long-arm statute because TLS has purposefully directed
13 its activities toward the state of Nevada and have established minimum contacts such that the
14 exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.
15 Indeed, TLS's false advertising has specifically targeted Nevada residents.

16 7. Specifically, TLS's website has a "Find a Center" map³ that purports to assist users
17 in locating a meditation and wellness centers ("Centers") that make use of TLS's product, The
18 Light System, available to the public. One such "Center" is located at 889 Alder Ave. Ste. 203
19 Incline Village, NV 89451 USA (the "Reno Center"). However, as explained herein, the Reno
20 Center actually offers EES's product, EESystem, thereby misleading Nevada residents.

21 8. Jason Shurka is subject to personal jurisdiction in the District of Nevada consistent
22 with the principles of due process and the Nevada long-arm statute because Shurka has
23 purposefully directed its activities toward the state of Nevada and has established minimum

https://service.ct.gov/business/s/onlinebusinesssearch?businessNameEn=Ny641hL6ZSpuK4BIwYhpazwD7Bf8gRaIRhASvuG%62EICc%3D&language=en_US

² <https://www.alliancevirtualoffices.com/virtual-office/us/ct/darien/old-kings-highway-south-3148>

³ <https://www.unifydhealing.com/locations>

1 contacts such that the exercise of jurisdiction would not offend traditionally notions of fair play
2 and substantial justice.

3 9. Upon information and belief, Shurka is the de facto spokesperson for TLS. In this
4 role, Shurka is in charge of advertising for TLS and content generation. Upon information and
5 belief, this includes TLS's website, which as explained above, intentionally misleads Nevada
6 residents as to the actual services provided in the Reno Center.

7 10. Additionally, as further explained herein, Shurka partnered with EES, a Nevada
8 company, to provide marketing services to EES's customers, its Centers, which included Shurka
9 traveling to Las Vegas, Nevada to interview the inventor of the EESystem, Sandra Rose Michael.
10 Since then, Shurka, among others, has undertaken a smear campaign to defame EES and induce
11 its customers to cancel their contracts with EES. As a result, EES has filed a Complaint in the
12 Eighth Judicial District Court in Clark County, Nevada, Case No. A-25-910216-B. Shurka has
13 filed counterclaims in the Nevada state court action. Thus, Shurka has personally availed himself
14 of the laws of the state of Nevada.

15 11. Venue is proper in the United States District Court for the District of Nevada under
16 28 U.S.C. § 139. A substantial part of the events giving rise to this claim occurred here. TLS has
17 directed its false advertising to consumers in Nevada, and TLS's false advertising harmed EES,
18 the principal place of business of which is in Las Vegas, Nevada.

GENERAL ALLEGATIONS

20 12. As explained more thoroughly herein, TLS and Shurka have violated the Lanham
21 Act and tortiously interfered with EES's contractual relationships by falsely promoting their own
22 product, The Light System, as the same or even an "upgrade" over EES's product, EESystem, and
23 making other materially false statements regarding The Light System.

24 13. Most recently, TLS and Shurka have made public statements encouraging EES's
25 customers to breach their license agreements with EES by wrongfully using EES computer
26 hardware to run The Light System software.

27 14. This tortious interference with EES's license agreements has resulted in substantial
28 harm to EES and creates further consumer confusion regarding the difference between the two

1 products, as well as confusing the technical issues regarding where one product stops and the other
2 begins. Indeed, it is almost impossible for a consumer to distinguish between the two products if
3 the computer hardware is labeled “EESystem” but the software running on the computer is actually
4 The Light System product.

5 **A. Background of EES and the EESystem.**

6 15. EES was co-founded by Sandra Rose Michael (“Michael”) and Michael Bertolacini
7 (“Bertolacini”).

8 16. Michael researched and developed technology that was ultimately incorporated into
9 the Energy Enhancement System (EESystem), which EES develops and sells to its customers
10 across the globe.

11 17. The EESystem utilizes the revolutionary technology researched by Michael to
12 improve the wellness of the customers who use it.

13 18. The EESystem enhances the environment of the rooms in which it is placed by
14 charging the air with non-linear and photonic energy waves.

15 19. The EESystem is designed to generate bio-active life enhancing energy fields,
16 including “scalar waves.”

17 20. Users may experience improved cell regeneration, improved immune function,
18 relief from pain, detoxification of the body, elevated moods, increased energy levels, and other
19 benefits.

20 21. An EESystem can be installed and customized to a variety of spaces, including at
21 meditation and wellness centers that make an EESystem available to the public as a wellness
22 service (the “Center”).

23 22. To achieve the marketed health and wellness benefits, the EESystem must be
24 installed according to EES’s alignment specifications, which includes custom-configured
25 computer hardware on which the EES software is installed and run, which is then custom calibrated
26 for the particular Center and its physical space.

1 23. EES has a network of licensed Centers across the United States and the globe that
2 have the authentic EESystem installed pursuant to strict alignment specifications as required by
3 the Centers' license agreements with EES.

4 **B. EES Engages Shurka to Handle its Marketing.**

5 24. Shurka is an author and social media influencer.

6 25. On May 21, 2022, Shurka attended a fundraiser at Michael's Las Vegas home. At
7 Shurka's request, Shurka interviewed Michael (as the inventor of EESystem) a couple hours
8 before the event regarding the technology's future (the "Interview").

9 26. The Interview concerned EES and its EESystem, and a recording was later
10 uploaded to YouTube. The Interview was widely viewed and generated significant interest in
11 EES's products.

12 27. Capitalizing on the publicity from the Interview, in June 2022, Shurka pitched an
13 idea to EES to create a marketing partnership, or "promotion leg," for owners of Centers that
14 purchase EES products. The promotion leg was pitched by Shurka as a way to support the Centers
15 with their own marketing to generate leads for customers who would patronize the Centers to use
16 their products, including the EESystem.

17 28. In or around June 2022, EES agreed to allow Shurka to largely handle EES's
18 marketing and publicity for the EESystem.

19 29. However, in or around December 2024 or January 2025, Shurka began making false
20 statements that EES was improperly using a source code supposedly copyrighted by Robert Religa
21 ("Religa") called Synchronicity Engine 1996.

22 30. To be clear, the EESystem does not use Religa's Synchronicity Engine 1996.

23 31. Instead, the EESystem uses a source code written by Michael's brother, Ralph
24 "Max" Behner in 2003, called the "HHFe" source code.

25 **C. TLS and Shurka Begin Falsely Advertising a Competing Product, The Light
26 System, as the Same Product as EESystem.**

27 32. TLS was incorporated by Shurka's parents on December 13, 2024, around the time
28 Shurka began falsely accusing EESystem of stealing its technology.

1 33. Upon information and belief, TLS was formed for the sole purpose of siphoning off
 2 EES's Center owners by pressuring them to instead by their product "The Light System."

3 34. TLS purports to hold an exclusive worldwide license to exclusively sell and
 4 distribute The Light System, which purports to use Religa's Synchronicity Engine 1996.

5 35. Upon information and belief, Shurka is either in charge of the marketing for The
 6 Light System or, at the very least, has been a vocal spokesperson for the product.

7 36. On February 26, 2025, Shurka appeared on a podcast with Nicholas Veniamin to
 8 discuss "his" product, The Light System.⁴

9 37. In the podcast, Shurka claims EES's Centers and testimonials are The Light System
 10 centers and testimonials. Shurka goes so far as to state that The Light System is a "new brand" for
 11 the same technology that EESystem has used for decades.

12 38. Thus, Shurka is falsely representing that the EESystem has been rebranded as The
 13 Light System.

14 39. By doing so, Shurka (on behalf of TLS) improperly claimed The Light System is,
 15 in fact, EESystem.

16 40. As further evidence of TLS's intentional confusion, on Jason Shurka's personal
 17 website, he advertised "exclusive discounts on special TLS Technology" through an application
 18 form.⁵

19 ///

20 ///

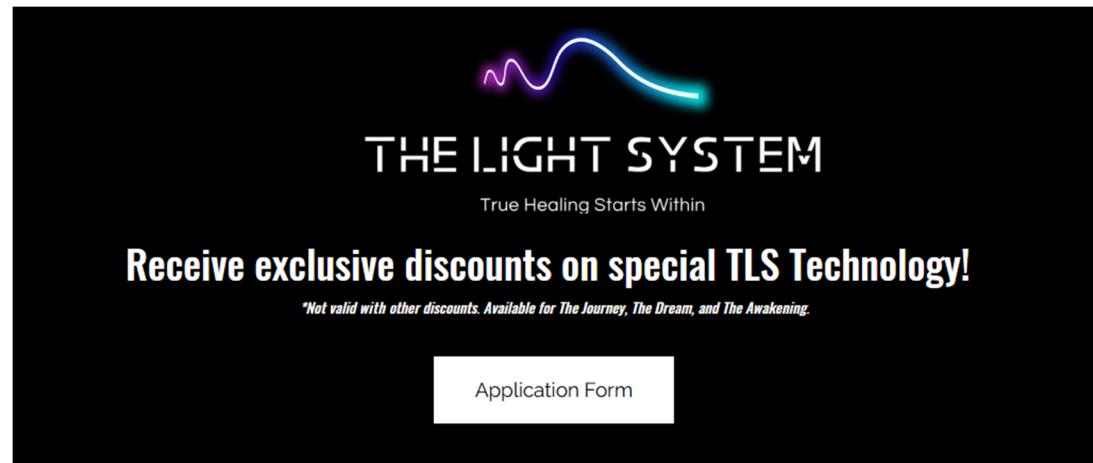
21 ///

22 ///

23

 24 ⁴ A video of Shurka's podcast appearance is available at <https://rumble.com/v6pn34x-jasonshurka-discusses-the-future-of-medicine-will-be-frequencies-with-nich.html>.

25 ⁵ <https://www.jasonshurka.com/superhuman/eesystem-application-form>



10 41. However, the link itself references “EESystem,” not TLS. And, when users shared
 11 the link, it specifically referenced “EESystem Technology.”



20
 21 42. Similarly, on March 11, 2025, an EES customer contacted The Light System asking
 22 about more information regarding its services, and received a response from The Light System
 23 that: “The Light System™ is simply a different brand name which uses the same technology
 24 employed by EESystem in the past. While the source code is the same, the design and hardware
 25 configuration are slightly different, however, this does not affect functionality in any way.”

26 43. This statement is factually false, as the technology between the two companies is
 27 demonstrably not “the same,” the source code is not “the same,” and the functionality of the two
 28 systems is different.

1 44. Upon information and belief, The Light System operates off of the Synchronicity
2 Engine 1996 source code.

3 45. In contrast, EESystem operates off of the HHFe source code, which was written by
4 Ralph "Max" Behner in or about 2002.

5 46. Additionally, and as explained above, the wellness benefits of EESystem require a
6 very specific alignment for the technology to EES's specifications. Thus, the "hardware
7 configuration" is integral to the functionality of the technology.

8 47. Through such false statements to the public, The Light System is intentionally
9 causing confusion between the two products and misleading the public into purchasing The Light
10 System service, believing that they are actually using the same technology as the EESystem.

11 48. Despite these critical differences, and despite the fact that TLS and EESystem are
12 competitors and have no affiliation or relationship with each other, TLS has falsely marketed
13 EESystem Centers as their own in order to falsely inflate its reputation and notoriety.

14 49. For example, on its website at <https://thelightsystems.com/the-system/>, TLS
15 advertises that it has "400+ Open Centers Worldwide," and includes an active link titled "Find a
16 Center Near You."

17 50. When an internet user clicks the link, a worldwide map appears with hundreds of
18 flags that supposedly indicate wellness centers that use The Light System. This website provides
19 a search functionality that allows a user to input a location (by address, state, zip code, etc.) and
20 then retrieves a listing of wellness centers closest to the inputted location.

21 51. However, many of the purported TLS Centers that TLS identifies on its website are
22 actually EES Centers, that is, wellness centers that have contracted with EES to use the EES system
23 and *not* The Light System.

24 52. One such Center is the Reno Center.

HOLLAND & HART LLP
9555 HILLWOOD DRIVE, 2ND FLOOR
LAS VEGAS, NV 89134

1 53. TLS advertises the Reno Center as a TLS center, which is false because the Reno
 2 Center is actually a licensed user of the EESystem and provides EESystem-related wellness
 3 services to its clientele.⁶

4 54. TLS's advertising is actively confusing the marketplace by falsely claiming credit
 5 for wellness centers for which TLS has no connection or affiliation.

6 55. Furthermore, by falsely identifying EESystem-affiliated wellness centers as its
 7 own, TLS is attempting to falsely exaggerate and inflate the scope and credibility of its services
 8 and improperly claim and capture the goodwill that EESystems and its affiliated wellness centers
 9 have built and earned through years of use.

10 **D. TLS Improperly Claims EESystem Research, Results, and Testimonials as
 11 Its Own.**

12 56. TLS has been in existence for only a year, and claims to have held an exclusive
 13 worldwide license to sell The Light System since December 5, 2024.

14 57. Yet, TLS's website touts "over 20 years of results" and states that the "proprietary
 15 technology, originally invented by Robert J. Religa, has been experienced by tens of thousands
 16 worldwide":



17 58. However, TLS's website has a "research" tab containing only three studies
 18 purportedly studying the results and wellness benefits of using The Light System. All three studies
 19 were performed in 2025.

20 59. Upon information and belief, Religa has not used the Synchronicity Engine 1996
 21 source code in any "technology."

22 60. Thus, the "tens of thousands" who TLS claims experienced The Light System,
 23 actually experienced the EESystem.

24
 25
 26
 27
 28 ⁶ <https://www.northernlightsees.com/>

61. Additionally, because The Light System first entered the marketplace in or around December 2024 at the earliest, it cannot have “over 20 years of results.”

62. Accordingly, the twenty years of results and popularity of The Light System actually and falsely refers to and relies upon the success and use of the EESystem.

63. Indeed, EES's website states that it has been "setting the standard for scalar energy for over 20 years":

SETTING THE STANDARD IN SCALAR ENERGY FOR **OVER 20 YEARS**

64. By claiming EESystem's research and history as its own, TLS is not only falsely representing and advertising The Light System and EESystem as an equivalent if not the same service and technology, but it is also claiming that TLS is backed by science, results, and research that is not true.

65. TLS has also falsely claimed EESystem testimonials as its own.

66. TLS's website has a tab which shares customer review "testimonials" of The Light System.⁷

67. However, many of these testimonials are from users of EES's EESystem, not TLS's products, with some testimonials even explicitly referencing the EESystem.

68. Many of these testimonials were posted before December 2024, the earliest time TLS began selling The Light System.

69. By claiming the testimonials as its own, TLS is falsely claiming credit and goodwill from EES's work and the experience of EESystems. TLS also falsely suggests, if not stating, that EESystem and The Light System are the same.

70. Additionally, TLS has been marketing The Light System as simply the same as the EESystem, but cheaper.

⁷ <https://www.unifydhealing.com/testimonials>

71. On or around January 14, 2025, Shurka posted a presentation aimed at harming EES's business relationships with its Centers (the "Presentation").

72. The Presentation again contained numerous attacks on EES, including that EES stole the EESystem technology from Religa.

73. The Presentation also stated that it “is HIGHLY recommended” that new Centers who have recently purchased an EESystem but have not paid their final deposit should cancel their order for a refund.

74. Finally, the Presentation presented a “solution” stating that current Center owners “will have the ability, in the near future, to upgrade their softwares as well” to The Light System that will be “available for public use at nearly **half the price.**”

75. The statements that The Light System is available for a discounted rate, paired with the statements that The Light System “is simply a different brand name which uses the same technology employed by EESystem in the past” and TLS’s misappropriation of EESystem Centers and testimonials, evidences Shurka and TLS’s intention to confuse the marketplace and improperly mislead EESystem Center owners and prospective customers to purchase TLS instead.

76. Additionally, in or around April 2024, TLS’s website⁸ explicitly represented that the two competing products “share the same base source code” and that TLS “is the only entity that has the right to sell this technology legally.”

Frequently asked questions

Ordering a System **System Info** The Pyramid Visiting a Center Opening a Center UNIFYD Healing

What is the difference between The Light System™ technology and the EESystem technology? ^

Both The Light System™ and EESystem share the same base source code. However, The Light System™ runs on the newest and updated form of the code including things like two extra programs to run (EESystem has 14 programs while The Light System™ has those same 14 plus an additional 2 programs to target a wider range in imbalances) while The Light System™ also includes the ability to enter your own intentionality into the code. Furthermore, The Light System™ is the only entity that has the right to sell this technology legally. Any other companies selling this technology are doing so with no legal right to the source code.

The design and hardware configuration are slightly different, however, this does not affect functionality in any way. The Light System™ is the worldwide exclusive distributor for Robert Religa's initial source code. The Light System™ is not a new technology and has been around for decades.

⁸ <https://web.archive.org/web/20250327142053/https://thelightsystems.com/the-system/#faq>

1 77. The statement that the two products “share the same base source code” is false.

2 78. Additionally, TLS suggests that EES is selling EESystem illegally, to induce
3 prospective customers to purchase The Light System instead.

4 79. TLS and Shurka’s intentional misconduct has worked. EES has experienced and
5 continues to experience a decline in sales and has received millions of dollars in refund requests.

6 80. Additionally, many Center owners have posted on social media about the mass
7 confusion surrounding these two products including, among other things, whether the products are
8 the same or not, with many Center owners wrongly stating that the two *are* the same.

9 **E. Shurka and TLS Tortiously Interfere with EES’s License Agreements.**

10 **I. *Background On EES’s License Agreements with Center Owners.***

11 81. Every Center that offers EES’s technology has executed a license agreement with
12 EES that sets forth the terms and conditions of the Center’s use of the EES Technology.

13 82. When a Center elects to offer EES’s technology and executes a license agreement,
14 EES personnel travel to the Center’s location to furnish, install, and calibrate the computer
15 hardware and software that enables the EES technology. The EES technology provided to the
16 licensed Centers consists of custom-configured computers that are installed with and run EES’s
17 proprietary software, which generates the energy waves that emit from various monitors
18 strategically positioned around the space.

19 83. In order for the EES Technology to work properly, the EES Technology in its
20 entirety—the custom-configured computer hardware, the software that is installed on the
21 hardware, the computer monitors, and the careful calibration performed by EES personnel for the
22 particular room or space where the system is installed—cannot be altered, reconfigured, or
23 modified.

24 84. While there are a few different versions of the license agreements, the salient terms
25 regarding the scope of the license and ownership of the hardware and software are largely the
26 same.

27 85. Under the license agreements, “Technology” is defined as including both the
28 hardware and the software collectively working together: “Energy Enhancement System, LLC, is

1 the Sole Licensor of the proprietary computer hardware and software technology collectively
2 known as ‘HHFE Technology’ also known as EESystem (hereinafter known as “The
3 Technology”).”

4 86. The license agreements expressly state that all ownership and other rights to the
5 “Technology” (which includes the computer hardware) is owned by EES’s founder, Dr. Sandra
6 Rose Michael.

7 87. The license agreements further state that Center owners are prevented from
8 transferring any of EES's computer hardware without EES approval and only upon execution of a
9 new license agreement with EES by any subsequent user.

10 88. Protection of the integrity and quality of the EES Technology is of the utmost
11 importance—only a Center that has an authentic, licensed EES system, installed and calibrated by
12 EES, is entitled to promote and sell the benefits of the technology.

13 89. In order to protect both the quality and the trade secret nature of the EES
14 Technology, all license agreements expressly forbid any Center from modifying, disassembling,
15 or reverse engineering the Technology, which includes the custom-configured computer hardware
16 and the EES software that runs on the hardware.

17 90. After termination of a license agreement, the Center owner retains any hardware
18 they separately purchased, but EES retains ownership of and the right to retrieve and remove all
19 EES Technology, including any EES-supplied computers, monitors, and the software.

2. *Shurka and TLS Induce Centers to Breach Their EES License Agreements.*

22 91. EES has recently learned that, on or about November 14, 2025, Shurka posted on
23 Facebook in a group called “The Light System (TLS) Center Owners Community” stating that
24 “The Light System just released the new Hard Drive Package upgrade, which makes leveling up
25 your experience easier and more accessible than ever”:

1 Jason Shurka
 2 All-star contributor · 55m · 

3 HAPPY FRIDAY!!!

4 What an absolutely *incredible* week! The amount of progress happening across the entire
 5 network, and behind the scenes, is truly inspiring.

6 Every single day, I'm reminded of something powerful: **We don't just survive when we stand**
 7 **together... we THRIVE.** Unity isn't just a concept - it's our greatest strength. When we move as one,
 8 support each other, share our insights, celebrate our wins, and lift one another through
 9 challenges... there is *nothing* we can't accomplish.

10 The momentum is real.
 11 The energy is building.
 12 And the future of this network is becoming brighter by the day because of *each and every one of*
 13 *you.*

14 And by the way... for those who haven't seen it yet, something super exciting just happened! **The**
 15 **Light System just released the new Hard Drive Package upgrade**, which makes leveling up your
 16 experience easier and more accessible than ever.

17 If you want to learn more, you can head to:
 18  <https://TheLightSystems.com/levelup>
 19  Password: *tls2025*

20 But for now, take a moment to feel grateful.
 21 Grateful for your growth.
 22 Grateful for your resilience.
 23 Grateful for the impact you're making in your communities every single day.

24 We're just getting started - and we're doing it together.
 25 Wishing you all an uplifting and powerful weekend ahead!!! 

26 As I always say on Fridays... SHABBAT SHALOM!!! 

16 92. Also on November 14, 2025, Shurka's company, UNIFYD Healing, posted the
 17 following in the same Facebook group:

18 BIG Announcement!!! It's time to Level Up Your Wellness!
 19 A very special opportunity for our UNIFYD Healing community.

20 At UNIFYD Healing, our mission is to make advanced wellness
 21 technologies accessible to all. Thank you for your continued loyalty
 22 and commitment to this mission.

23 Thanks to recent breakthroughs from The Light System, individuals
 24 and centers can now level up their experience with The Light System
 25 for a fraction of the cost (or even free, depending on eligibility.)

26 The Hard Drive Package

27 The new Light System™ Hard Drive Package makes leveling up
 28 your experience simple and affordable, with huge savings compared
 29 to the previous Gold Box package.

30 *All it takes is inserting the new hard drive into your existing*
hardware provided you are not currently subject to any active
third-party licensing obligations. All Light System I functionalities

1 will be included and available on each new hard drive. The process
 2 is easy and only takes a minute.

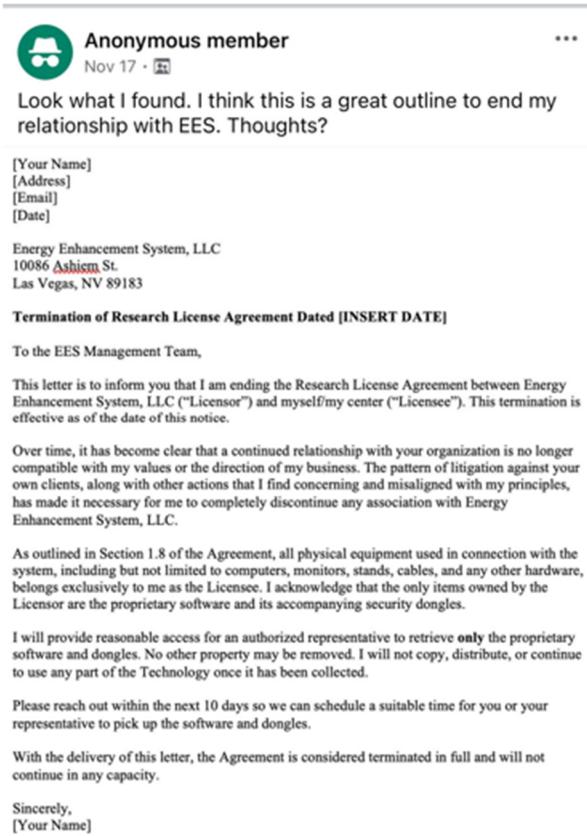
3 (emphasis added) (the “November 14th Facebook Posts”).

4 93. TLS facilitated the November 14th Facebook posts because they were specifically
 5 posted in a Facebook group for TLS Center owners.

6 94. Because The Light System and EESystem are the only two technologies on the
 7 market in this space, any existing hardware would necessarily be EESystem hardware.

8 95. Through his public social media posts, Shurka is incentivizing center owners to
 9 terminate their “third-party licensing obligations” (i.e., the license agreements between EES and
 10 Centers) and use their “existing hardware” to “level up” their experience by using The Light
 11 System software instead.

12 96. A few days later, on November 17, 2025, an “Anonymous member” posted a
 13 sample letter for EES center owners to use to cancel their license agreements with EES in a TLS
 14 enthusiast Facebook group:



28 (together, with the November 14th Facebook Posts, the “Facebook Posts”).

97. Upon information and belief, the "Anonymous member" is actually Shurka.

2 98. Because the “Anonymous member” also posted this in a TLS enthusiast Facebook
3 Group, TLS also facilitated this post.

4 99. Indeed, just days before the “Anonymous member” provided EES Centers with a
5 roadmap on how to cancel their contracts with EES and instead use the same hardware to
6 “upgrade” to The Light System, Shurka (through his personal Facebook account and his company
7 UNIFYD Healing’s account) encouraged Center owners to use their hardware “not currently
8 subject to any active third-party licensing obligations.”

9 100. The “Anonymous member” letter is a template intended for Center owners to
10 terminate their contractual relationships with EES, reuse the EES Technology hardware, and load
11 TLS’s software (via a hard drive) onto EES’s hardware.

12 101. The “comments” sections of TLS’s Facebook page reveals that Shurka and TLS’s
13 encouragement and instructions are having the intended effect of disrupting EES’s licensing and
14 contractual relationships with its Centers:

Most relevant ▾

 **Kelly Snyder** · 6d
Wait you can use the eesystem and make it TLS?!

 **Richard Valle** · 6d · [Follow](#) · ★ Rising contributor
 **Kelly Snyder** yes!
[Reply](#)  1 

 **Kelly Snyder** · 6d
How?!
[Reply](#) 

 **Emily Graves** · 6d · [Follow](#) · ★ Moderator
Contact the light system directly they will help you out 

 **Kelly Snyder** · 6d
[Reply](#)  1 

23 102. To date, over 40 EES Center owners have followed Shurka and TLS's instructions
24 to terminate their license agreements with EES, with most of those Center owners using the
25 template letter posted by the "Anonymous member."

26 103. To be clear, Shurka and TLS are not merely encouraging EES's Centers to
27 *terminate* their license agreements with EES, they are encouraging the Centers to *breach* their
28 license agreements.

104. Pursuant to the terms of the license agreements as outlined above, (1) EES
1 continues to own the computer hardware even after termination, (2) the Centers are forbidden from
2 modifying, disassembling, or reverse engineering any aspect of the Technology (which includes the
3 computer hardware and software combination), and (3) even if a Center wishes to transfer the
4 computer hardware, it may do so only upon EES's approval to another licensed Center.
5

6 105. Thus, and contrary to the instructions and encouragement posted by Shurka and
7 TLS, there is no world where a Center may terminate its license agreement with EES, keep the
8 EES computer hardware, load TLS's competing software onto the EES hardware, and promote or
9 sell the resulting service to the public.

10 106. Encouraging the Centers to create a “Frankenstein” mash-up of EES’s hardware
11 combined with TLS’s software and sell the same to customers breaches multiple provisions of the
12 Centers’ license agreements, as well as facilitates the delivery of an untested, illegitimate service
13 to consumers who are expecting a bona fide wellness service backed by twenty years of research
14 and experience.

15 107. As further evidence of Shurka and TLS's false advertising as described herein,
16 many of the Center owners who have started offering the unlawful Frankenstein creation to
17 customers have continued to post the same reviews and testimonials from their customers that were
18 generated from use of the authentic, intact EES System.

FIRST CLAIM FOR RELIEF

(False Advertising – 15 U.S.C. § 1125(a)(1)(B))

21 108. Plaintiff hereby repeats, re-alleges, and incorporate all of the allegations contained
22 in the preceding paragraphs as though fully set forth herein.

23 109. In its commercial advertising and promotion, TLS has made false or misleading
24 statements of fact that misrepresent the nature, characteristics, and qualities of its and EESystem's
25 technology and services, as set forth herein.

26 110. Defendants' false or misleading statements are material in that they are intended
27 to and in fact do mislead customers into believing that Light Systems is affiliated with EESystems,
28 that The Light System is the same or equivalent as EESystem, that EES's licensed and affiliated

1 wellness centers are affiliated with TLS, that the testimonials and scientific studies related to the
2 positive effects and impacts of the EESystem technology can be attributed to TLS, and other false
3 or misleading statements regarding TLS's services that improperly trade off the good will of EES.

4 111. Defendants have violated § 43(a)(1)(B) of the Lanham Act (15 U.S.C.
5 § 1125(a)(1)(B)).

6 112. Defendants' statements actually deceive or have a tendency to deceive a substantial
7 segment of their intended audience, which is EES's customers (the Centers) and potential
8 customers.

9 113. The deception is material in that it is likely to influence the purchasing decision of
10 EES's customers (the Centers) and potential customers.

11 114. Defendants' conduct also constitutes an attempt to trade on the goodwill developed
12 in and owned by EES in the EESystem and EES's customer relationships, to the damage of EES.

13 115. EES has been and will continue to be irreparably damaged by such wrongful
14 actions. EES further has no adequate remedy at law to redress such harm. As such, EES is entitled
15 to an injunction under 15 U.S.C. § 1116 restraining Defendants' agents, employees,
16 representatives and all persons acting in concert with Defendants from engaging in further acts of
17 false advertising, and ordering removal of all Defendants' false advertisements.

18 116. EES has been or is likely to be injured as a result of Defendants' conduct described
19 herein, both by direct diversion of sales from EES to TLS and by a lessening of the goodwill
20 associated with EES's products.

21 117. Because Defendants' actions, on information and belief, were intentional, willful,
22 and/or deliberate, EES is entitled to an award of treble damages under § 35(a) of the Lanham Act
23 (15 U.S.C. § 1117(a)).

24 118. Under 15 U.S.C. § 1117, EES is also entitled to recover from TLS the gains, profits,
25 and advantages that TLS has obtained as a result of Defendants' acts.

26 119. Under 15 U.S.C. § 1117, EES is further entitled to recover its costs and attorneys'
27 fees accrued in this action.

SECOND CLAIM FOR RELIEF

(Statutory Deceptive Trade Practices – NRS Chapter 598)

120. Plaintiff hereby repeats, re-alleges, and incorporates all of the allegations contained in the preceding paragraphs as though fully set forth herein.

121. TLS is a business competitor of EES, who currently sells and advertises their competing product, The Light System, as an alternative to EESystem.

122. Defendants are knowingly making false representations regarding The Light System, the research backing it, and the testimonials related thereto.

123. These statements were false and were made by Defendants to promote their own commercial interests, divert business from EES, and interfere with EES's relationships with its customers.

124. Defendants' actions described above constitute deceptive trade practices under Nevada law, including, *inter alia*, NRS 598.0915.

125. Defendants' unfair and deceptive acts or practices have caused EES to suffer an ascertainable loss of property, including but not limited to disruption to EES's business operations, damage to proprietary technology value, and harm to EES's business reputation and contractual relationships, in an amount to be proven at trial.

126. EES seeks appropriate relief under NRS Chapter 598, including compensatory damages, attorneys' fees, and any other relief deemed appropriate by the Court.

127. Pursuant to NRS 598.0953(1), the foregoing deceptive trade practices are prima facie evidence of Defendants' intent to injure competitors, such as EES, and to destroy or substantially lessen competition.

128. Pursuant to NRS 41.600(2)(e), Defendants' foregoing deceptive trade practices constitute "consumer fraud."

129. As a direct and proximate result of Defendants' deceptive trade practices, EES has suffered damages, including but not limited to lost business opportunities, reputational harm, and the need to expend resources to correct the false narrative and mitigate the damage caused by Defendants' conduct. Thus, EES is a victim for purposes of standing under NRS 41.600.

THIRD CLAIM FOR RELIEF

(Tortious Interference with Contractual Relations)

130. Plaintiff hereby repeats, re-alleges, and incorporates all of the allegations contained in the preceding paragraphs as though fully set forth herein.

131. Defendants are aware of EES's contractual relations with its Centers across the globe.

132. EES lists many of its Center owners on its website, and Shurka was privy to EES's license agreements with its Centers when he worked for EES and was tasked with handling EES's marketing and publicity.

133. Defendants made and facilitated the Facebook Posts with the specific intent and motive to disrupt EES's contractual relations with the Centers.

134. As a result of Defendants' actions described above, EES's license agreement with customers has been disrupted and damaged.

135. Over 40 Center owners have cancelled their license agreements with EES, while retaining their computer hardware in violation of their license agreements with EES. Many of the Centers who have cancelled have done so using the letter posted by the "Anonymous member."

136. Absent relief from the Court, EES reasonably expects that more Centers will follow suit.

137. Upon information and belief, these Centers are now using their EESystem computer hardware to run TLS software, as part of the Shurka and UNIFYD Healing-advertised ‘Hard Drive Package Upgrade’ and, therefore, breaching their license agreements.

138. As a proximate and foreseeable result of Defendants' conduct, EES has suffered and continues to suffer damage and substantial losses in an amount to be determined at trial.

139. Further, unless Defendants' conduct is enjoined, EES will suffer immediate and irreparable harm to its business through loss of the benefit of time, effort and expense spent to discover which Centers have been contacted and inform them of the falsity of the Defendants' statements. Accordingly, EES is entitled to injunctive relief against Defendants.

1 140. Upon information and belief, Defendants acted willfully, wantonly, intentionally,
2 with reckless misappropriate or disregard of the rights of EES, and/or with bad faith and/or malice
3 in committing the acts alleged herein, in an effort to injure EES. As a direct and proximate result
4 of Defendants' actions and conduct, EES has been forced to retain the services of an attorney to
5 prosecute this action and, therefore, EES is entitled to reasonable attorney's fees, costs and interest
6 as damages in this action pursuant to Nevada law.

PRAYER FOR RELIEF

8 **WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment in its favor
9 and grant the following relief:

10 1. Preliminary and permanent injunctive relief restraining and enjoining Defendants
11 and their agents, employees, representatives and all persons acting in concert with Defendants
12 from engaging in false or misleading advertising with respect to Plaintiff and tortiously interfering
13 with Plaintiff's contractual relations;

14 2. A judgment, order, or injunction requiring Defendants to engage in corrective
15 advertising in a form approved by the Court to dispel the serious competitive impact and effect of
16 the false and misleading representations described herein;

17 3. An award of Plaintiff's damages attributable to Defendants' false advertising, in an
18 amount to be determined at trial.

19 4. Disgorgement of Defendants' profits from the sale of the falsely advertised
20 products and services, pursuant to 15 U.S.C. § 1117;

21 5. An accounting of Defendants' profits under 15 U.S.C. § 1117;

22 6. A finding that this case is exceptional and an award to Plaintiff of its reasonable
23 attorney fees under 15 U.S.C. § 1117(a);

24 7. Award Plaintiff pre-and post-judgment interest; and

8. Grant such other and further relief as this Court deems just and proper.

26 | //

27

28 | //

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, EES hereby demands a jury trial of all issues so triable.

DATED this 19th day of December 2025.

HOLLAND & HART LLP

/s/ Joseph G. Went

Robert J. Cassity
Joseph G. Went
Sydney R. Gambee
Caitlan J. Bohn
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

Attorneys for Plaintiff

HOLLAND & HART LLP
9555 HILLWOOD DRIVE, 2ND FLOOR
LAS VEGAS, NV 89134

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of December 2025, a true and correct copy of the foregoing **FIRST AMENDED COMPLAINT** was served by the following method(s):

Electronic: by submitting electronically for filing and/or service with the United States District Court, District of Nevada's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Steve Shevorski, Esq.
GREENBERG TRAURIG, LLP
10845 Griffith Peak Drive, Suite 600
Las Vegas, NV 89135
Email: Steven.Shevorski@gtlaw.com

Attorneys for Defendants

/s/ Kristina R. Cole
An Employee of Holland & Hart LLP

36548462_v3

HOLLAND & HART LLP
9555 HILLWOOD DRIVE, 2ND FLOOR
LAS VEGAS, NV 89134