

BY E-MAIL

Omnes Voces Acceptamus
Attn. Ms Charvat, Ms Gehrke, Ms Lohninger and Mr Özyildiz,

date: December 10, 2025
your reference: 78729_Stichting Glee/ OVA
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Dear Ms Charvatová, Ms Gehrke, Ms Lohninger and sir Özyildiz,

In his capacity as statutory director of Stichting Generative Linguistics in Eastern Europe (hereinafter: "GLEE"), Mr Tobias Scheer (hereinafter: "Scheer") has approached me with the request to protect his interests in connection with your conduct regarding the Eastern Generative Grammar (EGG) summer school and your current activities under the name OVA.

I. Facts

- 1.1. GLEE is a foundation established under Dutch law, with its registered office in Utrecht. Its objective is to contribute to the development of education and research in generative linguistics, particularly in Eastern Europe, by, among other things, supporting and organising educational activities. In this context, GLEE has been organising the Eastern Generative Grammar (hereinafter: 'EGG') summer school since 1996. The EGG is not a separate legal entity but is organised as an educational project of GLEE and is run in practice by a separate organising committee (hereinafter: the "EGG board").
- 1.2. You, Ms Charvatová, Ms Gehrke, Ms Lohninger and Mr Özyildiz, were previously involved in the organisation of EGG. In or around September 2025, you unilaterally took control of several official EGG communication channels, including the EGG website and social media accounts (Facebook, Instagram and Whatsapp). In doing so, you removed the names of the legitimately elected EGG board members and created the impression that you – and no longer GLEE – are leading and representing the EGG project. At the same time, individuals were removed from the EGG WhatsApp group, including Scheer, while you retained and used the group and its participant database.
- 1.3. Initially, you used the official EGG website and social-media accounts (Facebook, Instagram, WhatsApp) to present yourself as the "new" EGG Board. Subsequently, you began operating under the name *Omnes Voces Acceptamus* (hereinafter: "OVA"). In that context, you have publicly declared that OVA "is the successor to what was formerly known as the EGG" and that "EGG is OVA now". The official and original EGG social-media accounts are to this day still operated under the name OVA, with all previously published EGG content and the existing EGG

follower base. This is unacceptable and creates an undesirable risk of confusion as to the relationship between GLEE, EGG and OVA.

- 1.4. During the same period, you submitted a grant application for "EGG 2026" to the Van Riemsdijk Foundation, using the name EGG. This application was made without any mandate from GLEE. By doing so, you gave the Van Riemsdijk Foundation the impression that you were the EGG board and, on behalf of GLEE, authorised to represent EGG. At the same time, GLEE – through the legitimate EGG board – also submitted its own grant application for EGG 2026. When the actual EGG board pointed out this situation to the Van Riemsdijk Foundation, the Van Riemsdijk Foundation decided not to honour either application due to the confusion you created. As a result, GLEE has lost out on concrete funding.

II. Legal framework

- 2.1. On the basis of Article 4(1) of Regulation (EC) No 864/2007 ("Rome II"), the law applicable to a non-contractual obligation arising out of a unlawful conduct is the law of the country in which the damage occurs. In this case, GLEE, a legal entity incorporated under Dutch law, is the party suffering the relevant damage, including in particular lost funding and reputational harm. Therefore, pursuant to Article 4(1) Rome II, Dutch law applies. This letter is therefore based on Dutch law (in particular Section 6:162 of the Dutch Civil Code) and on the Dutch Trade Name Act (Handelsnaamwet).

Unlawful conduct (onrechtmatige daad)

- 2.2. By unilaterally presenting yourselves as the "EGG organizers", by submitting a funding application to the VRF in the name of EGG without any mandate from GLEE, and by subsequently presenting OVA as "the successor to what was formerly known as the EGG" and stating that "EGG is OVA now", you have appropriated and misrepresented the identity of the EGG.
- 2.3. Now that you are using the names 'EGG' and 'Eastern Generative Grammar' in a way that gives the relevant audience the impression that your programme organised by OVA is an official edition or continuation of the EGG summer school under GLEE, this constitutes confusing use and identity abuse. The mere fact that you now operate under the name OVA does not remove this unlawfulness as long as you continue to present yourself as the sole continuation of the EGG from GLEE.
- 2.4. Your actions therefore meet all the requirements for liability for unlawful acts under Section 6:162 of the Dutch Civil Code. Your actions are unlawful because you are presenting yourself as (a continuation of) EGG without any legal basis. This includes acting in communications with third parties – including subsidy providers – as if you are authorised to speak on behalf of EGG, using the communication channels and social media profiles built up through EGG, and presenting previous EGG editions as "past schools" of OVA. This conduct is contrary to what is considered appropriate in accordance with unwritten law in social conduct and can be attributed to you. There is a direct causal link between these actions and the damage suffered by GLEE, including lost funding, reputational damage and confusion among participants, teachers and financiers about the identity and organisation of GLEE and EGG. Finally, the standard of care laid down in Article 6:162 of the Civil Code serves precisely to protect legal entities such as GLEE against misleading identification and unjustified free riding on their name, reputation and efforts, so that the relativity requirement is also met.

Trade name rights

- 2.5. The name 'EGG' functions as the trade name of GLEE, because the EGG summer school has been organised as an educational project of GLEE since its inception in 1996 and is also known

by that name in the field. By using this trade name of GLEE and claiming to be the legitimate successor to GLEE, you are infringing GLEE's trade name rights. This violates Article 5 of the Trade Name Act, on the basis of which the trade name holder can object to the use of a newer, (virtually) identical trade name if this could cause confusion among the relevant public. That such confusion exists is abundantly clear in the present case.

Identity fraud

- 2.6. In addition to the above, your conduct may also qualify as (business) identity fraud under Dutch criminal law. By unilaterally taking over and using the names "EGG" and "Eastern Generative Grammar", the associated communication channels and contact databases, and by submitting a grant application in the name of EGG without any mandate from GLEE, you have intentionally and without right used the identifying data of GLEE and its EGG project, with the purpose of presenting OVA as the continuation of EGG and benefitting from GLEE's reputation and network.

III. Cease and desist

- 3.1. In light of the foregoing, I request – and insofar as necessary, formally demand – that you ensure, **with immediate effect**, that:

- (i) You shall immediately and permanently cease, and continue to abstain from, any direct or indirect reference, in any form whatsoever, to GLEE or the EGG in any online or offline communication, including – without limitation – websites, (social) media accounts, email newsletters, press releases, flyers, presentations, videos and other marketing or communication materials, unless, and solely to the extent that, such reference constitutes a rectification in accordance with the text requested below. This includes, in particular, any reference suggesting that OVA is the successor to, a continuation of, or otherwise formally affiliated with GLEE or EGG.
- (ii) You shall, within three (3) days from the date of this letter, restore full and exclusive access for GLEE to all social media channels and other digital communication channels previously belonging to GLEE, including in any event the relevant WhatsApp groups and Instagram and Facebook accounts. By no later than that date, you shall permanently remove yourself as administrator/user of these channels, so that you no longer retain any access, administrative rights, login options or recovery possibilities in respect thereof.

It being expressly understood that merely changing the name and/or merely changing the URL or username for the benefit of OVA is insufficient and does not in any way legitimize the unlawful use of the channels.

- (iii) You permanently remove within three (3) days from the date of this letter the posts entitled "A clean break" and "introducing OVA" that were published on the website <https://ovaschool.github.io/> on 2 November, as these posts wrongly present OVA as the successor of EGG and thereby contribute to the confusion described above.
 - (iv) You shall refrain entirely from using the follower portfolio of GLEE and EGG, in the sense that you shall not, in any manner whatsoever, employ the followers, contacts, subscribers and/or members built up by GLEE or for the EGG for the benefit of OVA or any other activity. In particular, you shall not use contact details or follower lists obtained through GLEE's and EGG's official channels to promote OVA or any other programme in a manner that suggests a continuation of or affiliation with GLEE or EGG.
- 3.2. I look forward to receiving, **no later than 17 December 2025**, your confirmation that you will comply with this request. Failing such confirmation, or failing timely compliance, Scheer will have no choice but to institute further legal action. In that event, Scheer will seek full

compensation for all damages incurred, and all attendant legal costs shall be recovered from you.

- 3.3. Nevertheless, Scheer remains confident that such measures will not prove necessary and looks forward to receiving your confirmation of compliance with the foregoing requests.

All rights are hereby reserved on behalf of Scheer.

Yours sincerely,

Daniek (D.B.J.) Regterschot

