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9 INFORMATION SUPERBRAND, INC.,  
10 SPORTSPEDIA, INC., and  
11 TRAVELPEDIA, INC.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

11 DAVID MAX,  
12  
13 Plaintiff,  
14 vs.

14 ERIC PARK; TAL GOLAN; INFORMATION  
15 SUPERBRAND, INC.; SPORTSPEDIA, INC.;  
16 TRAVELPEDIA, INC.; AUTOPEdia, INC.;  
17 DOES 1 through 100, inclusive,  
18 Defendants.

18 ERIC PARK; INFORMATION  
19 SUPERBRAND, INC.; SPORTSPEDIA, INC.;  
20 and TRAVELPEDIA, INC.,  
21 Cross-Complainants,  
22 vs.

21 DAVID MAX, and  
22 ROES 1 through 750, inclusive,  
23 Cross-Defendants.

CASE NO: 30-2010-00357210  
Complaint Filed: March 25, 2010  
Trial Date: None Set

**CROSS-COMPLAINT**

- 1. Director/Officer Liability – As Fiduciary;
- 2. Director/Officer Liability – Negligence;
- 3. Fraudulent Concealment;
- 4. Theft of Trade Secrets;
- 5. Unfair Competition;
- 6. Conversion;
- 7. Trade Libel;
- 8. Violation of DMCA;
- 9. Declaratory Relief;
- 10. Injunctive Relief;
- 11. Accounting;
- 12. Breach of Contract;
- 13. Equitable Lien; and
- 14. Voidable Transactions.

24  
25 Cross-Complainants ERIC PARK, INFORMATION SUPERBRAND, INC.,  
26 SPORTSPEDIA, INC., and TRAVELPEDIA, INC., allege as follows:

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1 **PRELIMINARY ALLEGATIONS**

2 1. Cross-Complainants INFORMATION SUPERBRAND, INC., SPORTSPEDIA,  
3 INC., and TRAVELPEDIA, INC., are California corporations in good standing, with their  
4 principal place of business in the County of Orange, State of California. Cross-Complainant  
5 ERIC PARK is an individual doing business and residing at Orange County, California.

6 2. Cross-Defendant DAVID MAX is an adult resident of the City of Irvine, County  
7 of Orange, State of California.

8 3 All or some of the acts, happenings, events, and injuries herein complained of,  
9 occurred within the State of California in Orange County, and as to Cross-Defendants doing  
10 business and/or with places of business in Orange County, within the above-named judicial  
11 district.

12 4. Cross-Defendants, ROE 1 through ROE 750, inclusive, are sued herein under  
13 fictitious names; their true names and capacities are unknown to Cross-Complainants; when their  
14 true names and capacities are ascertained, Cross-Complainants will amend this Cross-Complaint  
15 by inserting their true names and capacities herein.

16 5. Cross-Complainants are informed and believe, and thereon allege that each of the  
17 fictitiously named Cross-Defendants, Cross-Defendants ROE 1 through ROE 750, inclusive, is  
18 legally responsible in some manner for the occurrences herein alleged, and that Cross-  
19 Complainants' damages as herein alleged were legally caused by those Cross-Defendants, and/or  
20 that each of the fictitiously named Cross-Defendants is responsible in some manner for the  
21 occurrences herein alleged, and that Cross-Complainants' injuries as herein alleged were legally  
22 caused by such conduct.

23 6. At all times relevant herein, each of the Cross-Defendants, and including those  
24 designated as ROES 1 through 750, inclusive, was the agent, servant, and employee of each of  
25 the other Cross-Defendants, and all of the acts, happenings and events herein referred to were  
26 done by said Cross-Defendants in the capacity of and as an agent for each remaining Cross-  
27 Defendant; further, each Cross-Defendant herein, has specifically ratified and adopted each and  
28 every act of each other Cross-Defendant.

1           7.     In or about 1996, Cross-Complainant ERIC PARK formed the company known  
2 as Defendant AUTOPEDIA, INC., the purpose of which was to implement a collaborative  
3 consumer network on the Internet in major consumer categories. The goal was to provide a  
4 natural destination consumer aggregation point, where consumers could find useful information  
5 that is more highly targeted than a search destination point, and where consumers could access  
6 ultimate transaction points which generate revenue, including transaction-based revenue.  
7 Defendant AUTOPEDIA, INC., owned and operated various websites including  
8 www.autopedia.com, which were comprised of the coined term formed by the word "pedia"  
9 combined with a term that is descriptive of the services, such as the subject matter of the  
10 information services.

11           8.     At all times, Cross-Complainant ERIC PARK and Defendant AUTOPEDIA, INC.,  
12 were the owners of intellectual property, proprietary and confidential information which had  
13 evolved from the efforts and work of Defendant ERIC PARK.

14           9.     In or about 1998, Cross-Complainant ERIC PARK was solicited by Cross-  
15 Defendant DAVID MAX, whereby Cross-Defendant DAVID MAX proposed that he would act  
16 as a promoter of Defendant AUTOPEDIA, INC., obtain and raise shareholders, monies, funding,  
17 business deals, and strategic transactions for the benefit of Cross-Complainant ERIC PARK and  
18 Defendant AUTOPEDIA, INC.

19           10.    As a result, Cross-Complainant ERIC PARK and Defendant AUTOPEDIA, INC.,  
20 disclosed to Cross-Defendant DAVID MAX certain trade secrets, intellectual property,  
21 proprietary and confidential information which had evolved from the efforts and work of Cross-  
22 Complainant ERIC PARK. At all times, Cross-Defendant DAVID MAX promised and  
23 represented to Cross-Complainant ERIC PARK that he would at all times guard such proprietary  
24 information in the strictest confidence, both as to information already conveyed and information  
25 that would be conveyed in the future. In return for his promise to maintain such confidential  
26 relationship and act as a promoter, Cross-Defendant DAVID MAX became a shareholder,  
27 promoter, director and officer of Defendant AUTOPEDIA, INC.

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1           11.     At all times, as a shareholder, director and officer of Defendant AUTOPEdia,  
2 INC., Cross-Defendant DAVID MAX had an obligation not to enter into any business in  
3 competition with Defendant AUTOPEdia, INC., and not to usurp any opportunities available  
4 to the corporation, as well as to refrain from any self-dealing as to such corporate opportunities.

5           12.     Between in or about 1998, and in or about 1999, Cross-Defendant DAVID MAX  
6 in his capacity as a shareholder, promoter, director and officer of Defendant AUTOPEdia,  
7 INC., became aware of the confidential and proprietary plans by Cross-Complainant ERIC  
8 PARK and Defendant AUTOPEdia, INC., to expand the collaborative consumer network on  
9 the Internet using scientific principles related to "scale free networks", and a legal infrastructure  
10 involving trademarks and patents. At all times, Cross-Defendant DAVID MAX acquired his  
11 knowledge as a shareholder, promoter, director and officer of Defendant AUTOPEdia, INC.,  
12 from participation in confidential corporate meetings, including meetings with company  
13 attorneys where attorney-client information was exchanged under privilege.

14           13.     In or about 1999, Cross-Complainant ERIC PARK and Cross-Defendant DAVID  
15 MAX worked closely together on the confidential expansion plans for the "scale free network"  
16 which would later become known as the "Pedia Network", including implementation of a legal  
17 structure for ownership and operation of the network. During this time, Defendant ERIC PARK  
18 and Cross-Defendant DAVID MAX acquired additional domain names which they agreed would  
19 all be owned and operated by the "Pedia Network".

20           14.     In 1999, implementation of the "Pedia Network" legal structure began with the  
21 incorporation of Cross-Complainants SPORTSPEDIA, INC., and INFORMATION  
22 SUPERBRAND, INC., and later in the year 2000, TRAVELPEdia, INC. At all times since  
23 incorporation through no later than on or about February 25, 2010, Cross-Defendant DAVID  
24 MAX served as a promoter, director, and officer of Cross-Complainants INFORMATION  
25 SUPERBRAND, INC., SPORTSPEDIA, INC., and TRAVELPEdia, INC. (collectively the  
26 "company" or "corporations".)

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1           15. In or about 1999, Cross-Defendant DAVID MAX began acting as president of  
2 Cross-Complainant SPORTSPEDIA, INC., with an effort to develop and expand a number of  
3 college sports related websites including www.huskerpedia.com, which would be owned and  
4 controlled by Cross-Complainant SPORTSPEDIA, INC., a subsidiary of Cross-Complainant  
5 INFORMATION SUPERBRAND, INC. Donna Max, the wife of Cross-Defendant DAVID  
6 MAX, was to serve as treasurer of Cross-Complainant SPORTSPEDIA, INC., under his  
7 supervision, and Cross-Defendant DAVID MAX was to serve as treasurer and chief financial  
8 officer of Cross-Complainants INFORMATION SUPERBRAND, INC. and TRAVELPEDIA,  
9 INC.

10           16. Cross-Defendant DAVID MAX obtained a personal five percent (5%) ownership  
11 in the shares of Cross-Complainant INFORMATION SUPERBRAND, INC., as well as an five  
12 percent (5%) ownership in the shares of Cross-Complainant SPORTSPEDIA, INC. Cross-  
13 Complainant TRAVELPEDIA, INC., was to be a wholly owned subsidiary of INFORMATION  
14 SUPERBRAND, INC.

15           17. From 1999 forward, through no later than on or about February 25, 2010, Cross-  
16 Defendant DAVID MAX acted as a promoter of Cross-Complainants INFORMATION  
17 SUPERBRAND, INC. and SPORTSPEDIA, INC., to obtain and raise shareholders, monies,  
18 funding, business deals, and strategic transactions for the company benefit. Cross-Defendant  
19 DAVID MAX used the website, business and domain name www.huskerpedia.com to promote  
20 the business of the subsidiary SPORTSPEDIA, INC. In addition at all times, Cross-Defendant  
21 DAVID MAX freely and unfettered used the assets, monies and income of Cross-Complainants  
22 INFORMATION SUPERBRAND, INC., SPORTSPEDIA, INC., and TRAVELPEDIA, INC.,  
23 to expand the website, business and content hosted at the domain name www.huskerpedia.com.

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1 18. In or about 2003, after Cross-Defendant DAVID MAX had failed to raise separate  
2 funding for SPORTSPEDIA, INC., Cross-Defendant DAVID MAX transferred the ownership  
3 of the website, business and domain name www.huskerpedia.com from the subsidiary  
4 SPORTSPEDIA, INC., to the parent company Cross-Complainant INFORMATION  
5 SUPERBRAND, INC. From that point forward, Cross-Defendant DAVID MAX promoted  
6 Cross-Complainant INFORMATION SUPERBRAND, INC. to potential investors as the owner  
7 of the website and business known as www.huskerpedia.com.

8 19. Cross-Complainant INFORMATION SUPERBRAND, INC. has continuously  
9 been the owner, without interruption of the website and business known as  
10 www.huskerpedia.com since at least December 2003 through the present. Cross-Defendant  
11 DAVID MAX was fully aware of that ownership because he was the administrative and billing  
12 contact for the company, and paid the expenses of renewing the domain every year since 2003,  
13 with company monies.

14 20. Cross-Defendant DAVID MAX freely and unfettered continued to use the assets,  
15 monies and income of Cross-Complainants INFORMATION SUPERBRAND, INC.,  
16 SPORTSPEDIA, INC., and TRAVELPEDIA, INC., to expand the website, business and content  
17 hosted at the domain name www.huskerpedia.com. The company allowed these expenses and  
18 allocation of resources because it was the owner of the website and business known as  
19 www.huskerpedia.com.

20 21. From in or about 1999, through no later than on or about February 25, 2010,  
21 Cross-Defendant DAVID MAX continued to occupy a position of trust with Cross-Complainants  
22 INFORMATION SUPERBRAND, INC., SPORTSPEDIA, INC., and TRAVELPEDIA, INC.,  
23 whereby Cross-Defendant DAVID MAX was second in command and authority for the entire  
24 company. While Cross-Complainant ERIC PARK focused mainly on development of the  
25 company core business model and intellectual property, Cross-Defendant DAVID MAX  
26 exclusively managed all of the company operations and business, the offices, mail, finances and  
27 bank accounts.

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1           22. From in or about 1999, through no later than on or about February 25, 2010,  
2 Cross-Defendant DAVID MAX also managed the company accountants, financial statements,  
3 and preparation of tax returns for Cross-Complainants INFORMATION SUPERBRAND, INC.,  
4 SPORTSPEDIA, INC., and TRAVELPEDIA, INC., as well as Defendant AUTOPEDIA, INC.,  
5 where Cross-Defendant DAVID MAX continued to serve as an officer and director.

6           23. In or about 2008, Cross-Defendant DAVID MAX had failed as a promoter to  
7 obtain any strategic deal for the company INFORMATION SUPERBRAND, INC., and began  
8 to revitalize his idea to separately fund Cross-Complainant SPORTSPEDIA, INC.

9           24. Before any funding of Cross-Complainant SPORTSPEDIA, INC. was arranged,  
10 Cross-Defendant DAVID MAX desired to renegotiate his position with Cross-Complainant  
11 INFORMATION SUPERBRAND, INC., as to the www.huskerpedia.com website.

12           25. The expressed concerns of Cross-Defendant DAVID MAX were that such funding  
13 event might require a restructure of his separate ownership share in Cross-Complainant  
14 SPORTSPEDIA, INC., his desire to preserve the value of that added separate personal interest,  
15 his actual conflict of interest in the potential deal, and his knowledge that the domain name  
16 www.huskerpedia.com had originally been intended to be retained in Cross-Complainant  
17 SPORTSPEDIA, INC., in March 2000, but was subsequently transferred by him to Cross-  
18 Complainant INFORMATION SUPERBRAND, INC., in or about 2003 or 2004. In addition,  
19 Cross-Defendant DAVID MAX argued that he had served as an "architect" for the  
20 www.huskerpedia.com website entitling him to a revenue share in the future.

21           26. In October 2008, the parties reached an agreement concerning the services of  
22 Cross-Defendant DAVID MAX as website architect for www.huskerpedia.com. (A true and  
23 correct copy of the agreement between Cross-Defendant DAVID MAX and Cross-Complainant  
24 INFORMATION SUPERBRAND, INC., entered into in October 2008, on these matters, is  
25 attached hereto as Exhibit "A" and made a part hereof.)

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1           27.    Thereafter, in late 2008, Cross-Defendant DAVID MAX acting as promoter  
2 introduced the company to a strategic affiliate with potential deals for both Cross-Complainants  
3 INFORMATION SUPERBRAND, INC., and SPORTSPEDIA, INC. Despite such efforts,  
4 continuing until mid-2009, no funding for the company was ever achieved.

5           28.    Again in late 2009, Cross-Defendant DAVID MAX acting as promoter introduced  
6 the company to another strategic affiliate with potential deals for Cross-Complainant  
7 INFORMATION SUPERBRAND, INC. Before any funding was arranged, Cross-Defendant  
8 DAVID MAX once more desired to renegotiate his position with Cross-Complainant  
9 INFORMATION SUPERBRAND, INC., as to the www.huskerpedia.com website. This time,  
10 Cross-Defendant DAVID MAX obtained more shares in Cross-Complainant INFORMATION  
11 SUPERBRAND, INC. (A true and correct copy of the agreement between Cross-Defendant  
12 DAVID MAX and Cross-Complainant ERIC PARK, entered into in September 2009, on these  
13 matters, is attached hereto as Exhibit "B" and made a part hereof.)

14           29.    As a result of the introduction by Cross-Defendant DAVID MAX, Defendant TAL  
15 GOLAN was appointed chief executive officer of the company in December 2009.

16           30.    Through on or about February 18, 2010, the company made reasonable and  
17 extensive efforts to cooperate with and accommodate Cross-Defendant DAVID MAX in his  
18 promotional activities for the companies. However, no funding ever resulted from the  
19 promotional activities or introductions arranged by Cross-Defendant DAVID MAX. Even so  
20 he demanded that he be vested with exclusive control over the fund raising activities of the  
21 company.

22           31.    Beginning no later than on or about February 18, 2010, Cross-Defendant DAVID  
23 MAX made a demand that the ownership of the www.huskerpedia.com website be transferred  
24 from the company to himself, along with making other unreasonable and unacceptable demands  
25 for personal profit. Cross-Defendant DAVID MAX thereafter failed and refused to cooperate  
26 with the other directors and officers of the company. Cross-Defendant DAVID MAX made  
27 concerted threats of withholding information, physical violence and harm to the other  
28 shareholders, directors, and officers of the company, if they did not accede to his demands.



1 32. On or about February 23, 2010, a supermajority of the shareholders of Cross-  
2 Complainants INFORMATION SUPERBRAND, INC., SPORTSPEDIA, INC., and  
3 TRAVELPEDIA, INC., at the annual meetings failed to re-elect Cross-Defendant DAVID MAX  
4 to any positions as director or officer. For cause, on or about February 25, 2010, the directors  
5 of the company voted to relieve Cross-Defendant DAVID MAX from any other duties with the  
6 company, and gave actual notice to him.

7 33. On or about February 25, 2010, the company also demanded that Cross-Defendant  
8 DAVID MAX return all of the company financial records and property that had been obtained  
9 by him while serving as director and officer, but Cross-Defendant DAVID MAX has  
10 nevertheless failed and refused to do so.

11 34. On or about February 27, 2010, the company first discovered that Cross-Defendant  
12 DAVID MAX without authority from the company had unilaterally transferred the  
13 [www.huskerpedia.com](http://www.huskerpedia.com) and [www.huskerbbs.com](http://www.huskerbbs.com) domain names to another domain registrar with  
14 an account that he personally controlled. Because of its proof of publicly registered and legal  
15 ownership, the company was able to set aside the transfer.

16 35. The present lawsuit was filed on March 25, 2010. Defendant TAL GOLAN  
17 subsequently resigned from the company on April 15, 2010.

18  
19 **FIRST CAUSE OF ACTION**

20 **(Director/Officer Liability-As Fiduciary)**

21 36. Cross-Complainants refer to and incorporate by reference hereat, each and every  
22 allegation of Paragraphs 1 through 35, inclusive, of this Cross-Complaint, with the same force  
23 and effect, as if each and every allegation were again set forth in full hereat.

24 37. At all times herein mentioned, Cross-Defendant DAVID MAX was a corporate  
25 promoter, officer and director for Cross-Complainants INFORMATION SUPERBRAND, INC.,  
26 SPORTSPEDIA, INC., and TRAVELPEDIA, INC.

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1           38.    At all times herein mentioned, the most confidential relations and fiduciary  
2 obligations existed between Cross-Complainants INFORMATION SUPERBRAND, INC.,  
3 SPORTSPEDIA, INC., and TRAVELPEDIA, INC., and Cross-Defendant DAVID MAX, and  
4 Cross-Complainants reposed the greatest confidence and trust in said Cross-Defendant.

5           39.    Cross-Complainants are informed and believe, and thereon allege that while in  
6 control of the books and records, and finances of the company and corporations, Cross-  
7 Defendant DAVID MAX has been guilty of or has knowingly countenanced persistent and  
8 pervasive fraud, mismanagement, abuse of authority, or persistent unfairness toward the  
9 company and all other shareholders, and the corporations' monies and property were being  
10 misapplied or wasted by Cross-Defendant DAVID MAX, while acting in his capacity as  
11 promoter, director or officer.

12           40.    Cross-Complainants are informed and believe, and thereon allege that Cross-  
13 Defendant DAVID MAX used his power to control corporate activities to benefit himself alone  
14 or in a manner detrimental to all the other shareholders.

15           41.    At all times herein mentioned, Cross-Defendant DAVID MAX acted wilfully to  
16 obtain an unfair advantage over Cross-Complainants and their shareholders, while Cross-  
17 Defendant DAVID MAX was acting in a fiduciary capacity and in a position of trust and  
18 confidence.

19           42.    At all times herein mentioned, Cross-Defendant DAVID MAX had a duty of care  
20 as fiduciary concerning the assets and opportunity of the corporations. Nevertheless, Cross-  
21 Defendant intentionally or negligently concealed his true intentions regarding management of  
22 the above-mentioned corporation assets, and deliberately failed to give Cross-Complainants  
23 information about corporation activities, and acted to deliberately mislead, misappropriate  
24 corporation assets and opportunity, and cause a loss and/or forfeiture by other shareholders of  
25 their title, interest, profits and rights in the corporation.

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1           43. Cross-Defendant DAVID MAX carelessly, recklessly, and negligently failed to  
2 account to the corporations and hold as trustee for the company any and all property, profit, or  
3 benefit derived by the corporations.

4           44. Cross-Complainants are informed and believe, and thereon allege that Cross-  
5 Defendant DAVID MAX in breach of his fiduciary responsibilities to the company:  
6 (a) improperly used company monies, funds, and accounts for his own benefit; (b) made cash  
7 payments to friends and family members from cash taken in by the company at its events;  
8 (c) paid or received kickbacks from company funds; (d) commingled his own funds with  
9 company funds; (e) had company credit cards, phones and memberships issued to friends and  
10 family members; (f) bought goods or merchandise for himself, friends or family with company  
11 funds; (g) misrepresented his activities with company accounts in order to conceal them from  
12 other officers and shareholders; (h) submitted false expenses for reimbursement with company  
13 funds; (i) engaged in self-dealing transactions; (j) paid for entertainment and travel expenses for  
14 himself and family members that were unrelated to company business; (k) failed to accurately  
15 report the extent of purported company debt in order to cover up his own wrong-doing; (l)  
16 engaged in unauthorized transactions; (m) delayed financial accounting in order to deter  
17 investigation; and (n) engaged in other self-dealing, conflicts of interest, and wrongful acts that  
18 can only yet be discovered after full investigation and accounting is completed.

19           45. Cross-Complainants are informed and believe, and thereon allege that Cross-  
20 Defendant DAVID MAX in breach of his fiduciary responsibilities to the company, further  
21 damaged the company out of malice and purposefulness by refusing to return or destroying  
22 company business and financial records. Cross-Defendant DAVID MAX has failed and refused  
23 to allow access to company stored records as well. Cross-Complainants are informed and  
24 believe, and thereon allege that the intent is to cause hardship, winding up, sale, or forfeiture,  
25 diminishment and loss of value in the company assets, so that Cross-Defendant can maintain or  
26 achieve a position of immediate undue influence over the company in order to exact  
27 distributions, payments, and assets to which he is not entitled.

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1 46. As a legal and proximate result of the breach of fiduciary duties and fraud of  
2 Cross-Defendant DAVID MAX, as herein alleged, Cross-Complainants have suffered general  
3 and consequential damages, to which Cross-Complainants are entitled plus interest thereon;  
4 Cross-Complainants also lost other prospective income, time and profits that could have been  
5 earned but for Defendants' fraudulent acts, all in the total amount believed to be not less than  
6 \$32,850,000.00, or in that sum to be shown according to proof at time of trial.

7 47. Cross-Complainants are informed and believe, and thereon allege that in doing the  
8 things herein alleged, Cross-Defendants DAVID MAX, and ROES 1 through 750, inclusive, and  
9 each of them acted with malice, oppression, and/or fraud as defined under Civil Code section  
10 3294(c), by acting willfully and with conscious disregard for the legal rights and property of  
11 Cross-Complainants, and in willful and conscious disregard for their fiduciary obligations as  
12 promoters, shareholders, directors, and officers as set forth above; and with the intent to cause  
13 injury to the Cross-Complainants. Cross-Defendants were therefore guilty of malice and/or  
14 oppression and/or fraud in conscious disregard of Cross-Complainants' rights, thereby  
15 warranting an assessment of punitive damages in an amount appropriate to punish Cross-  
16 Defendants and deter others from engaging in similar misconduct.

17  
18 **SECOND CAUSE OF ACTION**

19 **(Director/Officer Liability – Negligence)**

20 48. Cross-Complainants refer to and incorporate by reference hereat, each and every  
21 allegation of Paragraphs 1 through 47, inclusive, of this Cross-Complaint, with the same force  
22 and effect, as if each and every allegation were again set forth in full hereat.

23 49. At all times herein mentioned, Cross-Defendants DAVID MAX, and ROES 1  
24 through 750, inclusive, had a duty to Cross-Complainants to act with the same level of good  
25 faith, skill and responsibility and to act with the standard of care commonly possessed and  
26 impliedly agreed to use such skill, prudence, and diligence as promoters, directors, and officers  
27 of corporations of ordinary skill and capacity commonly possess and exercise in the performance  
28 of the tasks that they undertake.

1 50. At all times herein mentioned, each of the Cross-Defendants DAVID MAX, and  
2 ROES 1 through 750, inclusive, knew or had reason to know that their conduct had taken unfair  
3 advantage, was not in good faith, and breached their fiduciary duty to Cross-Complainants, but  
4 nevertheless took no action to correct such deficiencies, or disclose the impropriety, and instead  
5 each continued to participated in the impropriety, for an ongoing period of years, to the further  
6 detriment of Cross-Complainants. Cross-Defendants DAVID MAX, and ROES 1 through 750,  
7 inclusive, recklessly, negligently and in bad faith engaged in self-dealing, conflicts of interest,  
8 and other wrongful acts not yet discovered or known to Cross-Complainants.

9 51. Cross-Complainants are informed and believe, and thereon allege that at all times  
10 during the course of the agent relationship with Cross-Defendant DAVID MAX, such Cross-  
11 Defendant negligently failed to act in good faith within the standard of care required, and  
12 intentionally made false reports, and failed to provide, advise or reveal to Cross-Complainants  
13 information that materially affected the company investment, and Cross-Defendant thereby  
14 breached his legal duty to Cross-Complainants.

15 52. As a legal and proximate result of the bad faith, negligence and conflicts of interest  
16 by Cross-Defendants DAVID MAX, and ROES 1 through 750, inclusive, as herein alleged,  
17 Cross-Complainants suffered general and consequential damages, all in the total sum for  
18 damages to which Cross-Complainants are entitled plus interest thereon; Cross-Complainants  
19 also lost other prospective income, time and profits that could have been earned but for Cross-  
20 Defendants' negligence, all in the total amount believed to be not less than \$32,850,000.00, or  
21 in that sum to be shown according to proof at time of trial.

22  
23 **THIRD CAUSE OF ACTION**

24 **(Fraudulent Concealment)**

25 53. Cross-Complainants refer to and incorporate by reference hereat, each and every  
26 allegation of Paragraphs 1 through 52, inclusive, of this Cross-Complaint, with the same force  
27 and effect, as if each and every allegation were again set forth in full hereat.

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1           54. Cross-Complainants are informed and believe, and thereon allege that Cross-  
2 Defendant DAVID MAX while serving as an agent, officer and director of Cross-Complainants,  
3 and more specifically as treasurer and chief financial officer, made false reports, falsely and  
4 fraudulently concealed from Cross-Complainants that Cross-Defendant had: (a) improperly used  
5 company monies, funds, and accounts for his own benefit; (b) made cash payments to friends  
6 and family members from cash taken in by the company at its events; (c) paid or received  
7 kickbacks from company funds; (d) commingled his own funds with company funds; (e) had  
8 company credit cards, phones and memberships issued to friends and family members;  
9 (f) bought goods or merchandise for himself, friends or family with company funds;  
10 (g) misrepresented his activities with company accounts in order to conceal them from other  
11 officers and shareholders; (h) submitted false expenses for reimbursement with company funds;  
12 (i) engaged in self-dealing transactions; (j) paid for entertainment and travel expenses for himself  
13 and family members that were unrelated to company business; (k) failed to accurately report the  
14 extent of purported company debt in order to cover up his own wrong-doing; (l) engaged in  
15 unauthorized transactions; (m) delayed financial accounting in order to deter investigation; and  
16 (n) engaged in other self-dealing, conflicts of interest, and wrongful acts that can only yet be  
17 discovered after full investigation and accounting is completed.

18           55. If Cross-Defendant DAVID MAX acquired any undisclosed interests in the  
19 business and website www.huskerpedia.com, it was a fraudulent acquisition of corporate  
20 property without making an appropriate entry in the corporate books.

21           56. The concealment of the foregoing was not readily discoverable by Cross-  
22 Complainants, in that: Cross-Defendant DAVID MAX had secretly manipulated the records and  
23 finances of the corporation in order to deceive Cross-Complainants, so that Cross-Defendant  
24 would have use of the corporate monies to his own advantage.

25           57. The concealment was planned by Cross-Defendant DAVID MAX in order to  
26 evade discovery. Cross-Complainants were ignorant of the facts alleged in paragraph 54. Had  
27 Cross-Complainants known those facts, Cross-Complainants would initiated investigation and  
28 terminated Cross-Defendant DAVID MAX at an earlier time.

1 58. At all times herein mentioned, in a manner not fully known or unknown to Cross-  
2 Complainants, Cross-Defendant DAVID MAX realized a secret profit from his dealings with  
3 Cross-Complainants, all in the total amount to be shown according to proof at time of trial.

4 59. Cross-Complainants are informed and believe, and thereon allege that in doing the  
5 things herein alleged, Cross-Defendants DAVID MAX, and ROES 1 through 750, inclusive, and  
6 each of them acted with malice, oppression, and/or fraud as defined under Civil Code section  
7 3294(c), by acting willfully and with conscious disregard for the legal rights and property of  
8 Cross-Complainants, and in willful and conscious disregard for their fiduciary obligations as  
9 promoters, shareholders, directors, and officers as set forth above; and with the intent to cause  
10 injury to the Cross-Complainants. Cross-Defendants were therefore guilty of malice and/or  
11 oppression and/or fraud in conscious disregard of Cross-Complainants' rights, thereby  
12 warranting an assessment of punitive damages in an amount appropriate to punish Cross-  
13 Defendants and deter others from engaging in similar misconduct.

14  
15 **FOURTH CAUSE OF ACTION**  
16 **(Theft of Trade Secrets)**

17 60. Cross-Complainants refer to and incorporate by reference hereat, each and every  
18 allegation of Paragraphs 1 through 59, inclusive, of this Cross-Complaint, with the same force  
19 and effect, as if each and every allegation were again set forth in full hereat.

20 61. At all times herein mentioned, the compilation of information maintained by  
21 Cross-Complainants ERIC PARK, INFORMATION SUPERBRAND, INC., SPORTSPEDIA,  
22 INC., and TRAVELPEDIA, INC., concerning customers, goodwill, confidential information,  
23 and customer and supplier lists, were trade secrets within the meaning of California law. The  
24 copyright to materials hosted on the company websites was owned by the company.

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1           62. At all times herein mentioned, Cross-Defendants DAVID MAX, and ROES 1  
2 through 750, inclusive, knew or had reason to know that they were in possession of information  
3 compiled and maintained by Cross-Complainants ERIC PARK, INFORMATION  
4 SUPERBRAND, INC., SPORTSPEDIA, INC., and TRAVELPEDIA, INC., concerning  
5 customers, goodwill, confidential information, and customer and supplier lists, which were trade  
6 secrets within the meaning of California law, or copyrighted materials.

7           63. All of the confidential information owned, compiled, and maintained by Cross-  
8 Complainants ERIC PARK, INFORMATION SUPERBRAND, INC., SPORTSPEDIA, INC.,  
9 and TRAVELPEDIA, INC., and copyrighted material, was in fact made available to Cross-  
10 Defendant DAVID MAX only as an agent, officer and director of Cross-Complainants, and  
11 Cross-Defendants DAVID MAX, and ROES 1 through 750, inclusive, had no personal rights  
12 in such confidential information and trade secrets after his termination.

13           64. Cross-Complainants are informed and believe, and thereon allege that on February  
14 15, 2010, Cross-Defendant DAVID MAX while still serving as an agent, officer and director of  
15 Cross-Complainants, set up a competing website to www.huskerpedia.com known as  
16 www.huskermax.com. Cross-Complainants are informed and believe, and thereon allege that  
17 Cross-Defendants DAVID MAX and ROES 1 through 750, inclusive, collaborated in  
18 transferring all of the copyrighted material, data, code, programming, electronic content, and  
19 other resources from and related to the website www.huskerpedia.com owned by Cross-  
20 Complainants, to www.huskermax.com, the website owned and operated by Cross-Defendants  
21 DAVID MAX and ROES 1 through 750, inclusive.

22           65. Cross-Complainants are informed and believe, and thereon allege that thereafter,  
23 Cross-Defendants DAVID MAX and ROES 1 through 750, inclusive, collaborated in accessing  
24 company servers with access codes and passwords gained by Cross-Defendant DAVID MAX  
25 only as an agent, officer and director of Cross-Complainants. Cross-Defendants DAVID MAX  
26 and ROES 1 through 750, inclusive, deleted and destroyed content and archives for the bulletin  
27 board and website www.huskerpedia.com, including over 900,000 entries in the bulletin board.

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1           72. All of the confidential information owned, compiled, and maintained by Cross-  
2 Complainants INFORMATION SUPERBRAND, INC., SPORTSPEDIA, INC., and  
3 TRAVELPEDIA, INC., and copyrighted material, was in fact made available to Cross-  
4 Defendant DAVID MAX only as an agent, officer and director of Cross-Complainants, and  
5 Cross-Defendants DAVID MAX, and ROES 1 through 750, inclusive, had no personal rights  
6 in such confidential information and trade secrets after his termination.

7           73. Cross-Complainants are informed and believe, and thereon allege that on February  
8 15, 2010, Cross-Defendant DAVID MAX while still serving as an agent, officer and director of  
9 Cross-Complainants, set up a competing website to www.huskerpedia.com known as  
10 www.huskermax.com. Cross-Complainants are informed and believe, and thereon allege that  
11 Cross-Defendants DAVID MAX and ROES 1 through 750, inclusive, collaborated in  
12 transferring all of the content, data, code, programming, electronic content, and other resources  
13 from and related to the website www.huskerpedia.com owned by Cross-Complainants, to  
14 www.huskermax.com, the website owned and operated by Cross-Defendants DAVID MAX and  
15 ROES 1 through 750, inclusive.

16           74. On or about February 27, 2010, the company first discovered that Cross-Defendant  
17 DAVID MAX without authority from the company had unilaterally transferred the  
18 www.huskerpedia.com and www.huskerbbs.com domain names to another domain registrar with  
19 an account that he personally controlled. Because of its publicly registered and legal ownership,  
20 the company was able to set aside the transfer.

21           75. Cross-Complainants are informed and believe, and thereon allege that thereafter,  
22 Cross-Defendants DAVID MAX and ROES 1 through 750, inclusive, collaborated in accessing  
23 company servers with access codes and passwords gained by Cross-Defendant DAVID MAX  
24 only as an agent, officer and director of Cross-Complainants. Cross-Defendants DAVID MAX  
25 and ROES 1 through 750, inclusive, deleted and destroyed content and archives for the bulletin  
26 board and website www.huskerpedia.com, including over 900,000 bulletin board entries.

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1           76. Despite actual knowledge, or reason to know, that they had no rights in the  
2 confidential information, copyrighted material, and trade secrets of Cross-Complainants, Cross-  
3 Defendants DAVID MAX and ROES 1 through 750, inclusive, misappropriated such  
4 confidential information and trade secrets to their own benefit, and to the detriment of Cross-  
5 Complainants, and thereby acted with fraudulent intent.

6           77. At all times herein mentioned, Cross-Defendants DAVID MAX and ROES 1  
7 through 750, inclusive, knew or had reason to know that they would be or intended to directly  
8 compete with Cross-Complainants, and their misappropriation of confidential information,  
9 copyrighted material and trade secrets was therefore wrongful and intended to obtain an unfair  
10 competitive advantage.

11           78. The act(s) of Cross-Defendants DAVID MAX and ROES 1 through 750, inclusive,  
12 in unfairly causing damage to the business of Cross-Complainants, misappropriating content,  
13 customers, goodwill, confidential trade secrets, customer and supplier lists, and operating the  
14 business from Orange County, California, constitute unfair competition within the meaning of  
15 California law so as to afford Cross-Complainants the right to a claim for damages. Such acts  
16 also constitute unfair competition within the meaning of California Business and Professions  
17 Code section 17200 et seq. so as to afford Cross-Complainants the right to injunctive relief.

18           79. Cross-Complainants are informed and believes and thereon allege that Cross-  
19 Defendants DAVID MAX and ROES 1 through 750, inclusive, intentionally performed the  
20 above-mentioned act(s).

21           80. At all times herein mentioned, the acts of Cross-Defendants DAVID MAX and  
22 ROES 1 through 750, inclusive, were acts of unfair competition by Cross-Defendants which  
23 resulted in Cross-Defendants obtaining unjust and wrongful profits of their own, to which they  
24 otherwise were not entitled.

25           81. As a proximate result of the above-mentioned act(s) of Cross-Defendants, Cross-  
26 Complainants have suffered a diminution of value to their business traceable to the wrongful acts  
27 of Cross-Defendants, and suffered other losses to their business, all to their damage in the sum  
28 as subject to proof at time of trial.

1 **SIXTH CAUSE OF ACTION**

2 **(Conversion)**

3 82. Cross-Complainants refer to and incorporate by reference hereat, each and every  
4 allegation of Paragraphs 1 through 81, inclusive, of this Cross-Complaint, with the same force  
5 and effect, as if each and every allegation were again set forth in full hereat.

6 83. Cross-Complainants are informed and believe and thereon alleges Cross-Defendant  
7 DAVID MAX, well knowing that Cross-Complainants had caused funds to be deposited into  
8 company accounts managed and controlled by Cross-Defendant DAVID MAX for the use and  
9 development of the companies and for no other purpose, Cross-Defendant DAVID MAX did  
10 wrongfully make or receive checks and withdrawals for a specific purpose not authorized, did  
11 wrongfully endorse and cash these checks, or wrongfully make withdrawals, and did wrongfully  
12 and unlawfully convert the proceeds thereof to his own use and benefit, and did wrongfully do  
13 the other acts alleged at paragraphs 44 and 54 hereinabove.

14 84. Cross-Defendant DAVID MAX was authorized and empowered to act as the agent  
15 (and employee) of the Cross-Complainants and each and all of the things herein alleged were  
16 done in the capacity of and as agent for Cross-Complainants without consent or authority.

17 85. Cross-Complainants have been injured in an amount according to proof at the time  
18 of trial.

19 86. In doing the things herein alleged, Cross-Defendants DAVID MAX, and ROES  
20 1 through 750, inclusive, and each of them acted with malice, oppression, and/or fraud as  
21 defined under Civil Code section 3294(c), by acting willfully and with conscious disregard for  
22 the legal rights and property of Cross-Complainants, and in willful and conscious disregard for  
23 their fiduciary obligations as majority shareholders, directors, and officers as set forth above;  
24 and with the intent to cause injury to the Cross-Complainants. Cross-Defendants were therefore  
25 guilty of malice and/or oppression and/or fraud in conscious disregard of Cross-Complainants'  
26 rights, thereby warranting an assessment of punitive damages in an amount appropriate to punish  
27 Cross-Defendants and deter others from engaging in similar misconduct.

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1 **SEVENTH CAUSE OF ACTION**

2 **(Trade Libel)**

3 87. Cross-Complainants refer to and incorporate by reference hereat, each and every  
4 allegation of Paragraphs 1 through 86, inclusive, of this Cross-Complaint, with the same force  
5 and effect, as if each and every allegation were again set forth in full hereat.

6 88. At all times subsequent to February 28, 2010, Cross-Defendants DAVID MAX,  
7 and ROES 1 through 750, inclusive, caused numerous false, slanderous and libelous statements  
8 to be published concerning Cross-Complainants so as to disparage the goods and services, and  
9 business of Cross-Complainants.

10 89. Cross-Complainants are informed and believe, and thereon allege that Cross-  
11 Defendants DAVID MAX and ROES 1 through 750, inclusive, intentionally performed the  
12 above-mentioned act(s).

13 90. At all times herein mentioned, the acts of Cross-Defendants DAVID MAX and  
14 ROES 1 through 750, inclusive, were intended as acts of trade libel with malice by Cross-  
15 Defendants toward Cross-Complainants which resulted in Cross-Defendants obtaining unjust  
16 and wrongful profits of their own, to which they otherwise were not entitled.

17 91. Cross-Complainants have been injured in an amount according to proof at the time  
18 of trial.

19 92. In doing the things herein alleged, Cross-Defendants DAVID MAX, and ROES  
20 1 through 750, inclusive, and each of them acted with malice, oppression, and/or fraud as  
21 defined under Civil Code section 3294(c), by acting willfully and with conscious disregard for  
22 the legal rights and property of Cross-Complainants, and in willful and conscious disregard for  
23 their fiduciary obligations as majority shareholders, directors, and officers as set forth above;  
24 and with the intent to cause injury to the Cross-Complainants. Cross-Defendants were therefore  
25 guilty of malice and/or oppression and/or fraud in conscious disregard of Cross-Complainants'  
26 rights, thereby warranting an assessment of punitive damages in an amount appropriate to punish  
27 Cross-Defendants and deter others from engaging in similar misconduct.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of DMCA)**

3 93. Cross-Complainants refer to and incorporate by reference hereat, each and every  
4 allegation of Paragraphs 1 through 92, inclusive, of this Cross-Complaint, with the same force  
5 and effect, as if each and every allegation were again set forth in full hereat.

6 94. 17 United States Code § 512(f) (Digital Millennium Copyright Act) provides for  
7 liability of persons who make misrepresentations under the Act. Any person who knowingly  
8 materially misrepresents under section 512, (1) that material or activity is infringing, or (2) that  
9 material or activity was removed or disabled by mistake or misidentification, shall be liable for  
10 any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any  
11 copyright owner or copyright owner's authorized licensee, or by a service provider, who is  
12 injured by such misrepresentation, as the result of the service provider relying upon such  
13 misrepresentation in removing or disabling access to the material or activity claimed to be  
14 infringing, or in replacing the removed material or ceasing to disable access to it.

15 95. Within the past ninety days Cross-Defendants DAVID MAX, and ROES 1 through  
16 750, inclusive, have sent cease and desist letter(s) under the Digital Millennium Copyright Act  
17 to the hosting services for Cross-Complainants with knowledge that claims of copyright  
18 infringement were false.

19 96. As a result, Cross-Complainants have been injured and incurred attorney fees in  
20 an amount according to proof at the time of trial.

21  
22 **NINTH CAUSE OF ACTION**

23 **(Declaratory Relief)**

24 97. Cross-Complainants refer to and incorporate by reference hereat, each and every  
25 allegation of Paragraphs 1 through 96, inclusive, of this Cross-Complaint, with the same force  
26 and effect, as if each and every allegation were again set forth in full hereat.

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1 98. A dispute has arisen between Cross-Complainants and Cross-Defendants DAVID  
2 MAX, concerning the website www.huskerpedia.com, the right of Cross-Complainants to their  
3 assets and property, and the right of Cross-Complainants to be free from unwarranted  
4 interference.

5 99. Cross-Complainants contend that Cross-Defendant DAVID MAX, has no legal  
6 rights concerning the website www.huskerpedia.com, other than as defined by the agreements  
7 between the parties attached hereto as Exhibits "A" and "B".

8 100. Cross-Complainants are informed and believe, and thereon allege that Cross-  
9 Defendant DAVID MAX believes that he has continuing unreal powers of ownership, and rights  
10 to interference which are essentially frivolous and vexatious. Cross-Defendant DAVID MAX  
11 has made claims, and continues to make such claims, to control over the corporate property and  
12 assets of Cross-Complainants without any legal right to do so.

13 101. The ongoing, continuing and unjustified claims of Cross-Defendant DAVID MAX  
14 to rights and interest in the corporate property of Cross-Complainants, have continued to cause  
15 an unsettled state of affairs and uncertainty among website customers, which has resulted in an  
16 ongoing hardship to Cross-Complainants, and has deprived Cross-Complainants of their right  
17 to freedom from unwarranted interference in independent operation, property and assets. Cross-  
18 Complainants has no adequate remedy at law, and therefore seeks this Court's declaration  
19 concerning the rights between the parties.

20  
21 **TENTH CAUSE OF ACTION**

22 **(Injunctive Relief)**

23 102. Cross-Complainants refer to and incorporate by reference hereat, each and every  
24 allegation of Paragraphs 1 through 101, inclusive, of this Cross-Complaint, with the same force  
25 and effect, as if each and every allegation were again set forth in full hereat.

26 103. Cross-Defendants DAVID MAX, and ROES 1 through 750, inclusive, are in  
27 possession of the Cross-Complainants corporation books, assets, and accounts, and other  
28 property and have failed and refused to return such property.

1           104. Cross-Complainants are informed and believe, and thereon allege that the act(s)  
2 of Cross-Defendants DAVID MAX, and ROES 1 through 150, inclusive, are, and at all times  
3 herein mentioned were, intentionally designed to disrupt the business and relationship of Cross-  
4 Complainants with customers, all with the intent to harm Cross-Complainants financially and  
5 to induce customers to sever his or her relationships with Cross-Complainants. Cross-  
6 Complainants have no adequate remedy at law for such interference.

7           105. As a proximate result of the above-mentioned act(s) of Cross-Defendants DAVID  
8 MAX, and ROES 1 through 750, inclusive, Cross-Complainants have been deprived of the right  
9 to peace and quiet in its business, to return of their corporate records and property, and to be free  
10 from unwarranted interference with their actual and potential customers.

11           106. Cross-Defendants DAVID MAX, and ROES 1 through 750, inclusive, threaten to  
12 and unless restrained, will continue to disrupt relationships between Cross-Complainants and  
13 its customers, unduly interfere with corporate business, and management of assets, to Cross-  
14 Complainants' great and irreparable injury, for which damages would not afford adequate relief,  
15 in that they would not completely compensate for the injury to Cross-Complainants' reputation  
16 and goodwill.

17  
18   **ELEVENTH CAUSE OF ACTION**

19   **(Accounting)**

20           107. Cross-Complainants refer to and incorporate by reference hereat, each and every  
21 allegation of Paragraphs 1 through 106, inclusive, of this Cross-Complaint, with the same force  
22 and effect, as if each and every allegation were again set forth in full hereat.

23           108. Cross-Defendants DAVID MAX, and ROES 1 through 750, inclusive, are in  
24 possession of the Cross-Complainants' corporation books, assets, and accounts. The exact  
25 amount of corporation profits, assets and liabilities are unknown to Cross-Complainants and  
26 cannot be ascertained without an accounting of profits and losses that occurred during the  
27 operation of the corporation business by Cross-Defendants.

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1 109. Cross-Complainants have demanded an accounting, but Cross-Defendants have  
2 failed and refused, and continue to refuse to provide a full accounting to Cross-Complainants.

3  
4 **TWELFTH CAUSE OF ACTION**  
5 **(Breach of Contract)**

6 110. Cross-Complainants refer to and incorporate by reference hereat, each and every  
7 allegation of Paragraphs 1 through 109, inclusive, of this Cross-Complaint, with the same force  
8 and effect, as if each and every allegation were again set forth in full hereat.

9 111. In October 2008, the parties reached an agreement concerning the services of  
10 Cross-Defendant DAVID MAX as website architect for www.huskerpedia.com. (A true and  
11 correct copy of the agreement between Cross-Defendant DAVID MAX and Cross-Complainant  
12 INFORMATION SUPERBRAND, INC., entered into in October 2008, on these matters, is  
13 attached hereto as Exhibit "A" and made a part hereof.)

14 112. In September 2009, Cross-Defendant DAVID MAX renegotiated his position with  
15 Cross-Complainant INFORMATION SUPERBRAND, INC., as to the www.huskerpedia.com  
16 website. This time, Cross-Defendant DAVID MAX obtained more shares in Cross-Complainant  
17 INFORMATION SUPERBRAND, INC. (A true and correct copy of the agreement between  
18 Cross-Defendant DAVID MAX and Cross-Complainant ERIC PARK, entered into in September  
19 2009, on these matters, is attached hereto as Exhibit "B" and made a part hereof.)

20 113. Cross-Complainants have performed all duties, promises, and obligations required  
21 and all conditions precedent that were agreed to be performed in the agreement described in  
22 paragraphs 29 and 30, as hereinabove alleged, except for those conditions, if any, excused by  
23 the breach of Cross-Defendant DAVID MAX.

24 114. As a result of the foregoing actions and conduct by Cross-Defendant DAVID  
25 MAX, Cross-Defendant has repudiated the terms and conditions, and breached his duties and  
26 obligations of good faith and fair dealing under the Agreements.

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1 115. Cross-Complainants are informed and believe, and thereon allege that Cross-  
2 Defendant's breach of contract has caused Cross-Complainants actual damages in the sum as  
3 subject to proof at time of trial.

4 116. Cross-Complainants have incurred and will incur attorneys' fees, costs and  
5 expenses in attempting to mitigate their losses and resolve the dispute with Cross-Defendant  
6 DAVID MAX, and in prosecuting this action.

7  
8 **THIRTEENTH CAUSE OF ACTION**

9 **(Equitable Lien)**

10 117. Cross-Complainants refer to and incorporate by reference hereat, each and every  
11 allegation of Paragraphs 1 through 116, inclusive, of this Cross-Complaint, with the same force  
12 and effect, as if each and every allegation were again set forth in full hereat.

13 118. Cross-Complainants are informed and believe, and thereon allege that the conduct  
14 of Cross-Defendant DAVID MAX has resulted in an equitable lien in favor of Cross-  
15 Complainant against Cross-Defendant and his claims.

16  
17 **FOURTEENTH CAUSE OF ACTION**

18 **(Voidable Transactions)**

19 119. Cross-Complainants refer to and incorporate by reference hereat, each and every  
20 allegation of Paragraphs 1 through 118, inclusive, of this Cross-Complaint, with the same force  
21 and effect, as if each and every allegation were again set forth in full hereat.

22 120. Cross-Complainants are informed and believe, and thereon allege that while acting  
23 as a director and officer, Cross-Defendant DAVID MAX engaged in self-dealing transactions  
24 in violation of the California Corporations Code relating to self-dealing by company directors  
25 and officers, including but not limited to section 310.

26 121. When the exact and true nature of these transactions are determined, including  
27 those as to the www.huskerpedia.com website, or ownership thereof, Cross-Complainants  
28 request that such be voided and set aside.

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**AS TO ALL CAUSES OF ACTION, CROSS-COMPLAINANTS ALLEGE:**

122. The allegations of this Cross-Complaint stated on information and belief are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

**WHEREFORE, Cross-Complainants pray judgment against Cross-Defendants, and each of them, as follows:**

1. Adjudging that all rights, claims to ownership, liens, titles and demands of Cross-Defendant DAVID MAX to the website [www.huskerpedia.com](http://www.huskerpedia.com) are subsequent to and subject to the ownership of Cross-Complainants;
2. Adjudging that Cross-Defendant DAVID MAX is personally liable for payment of any obligation taken in his own name;
3. For the principal sum or damages in the amount of \$32,850,000.00, or in a sum according to proof at the time of trial;
4. For an order requiring Cross-Defendants, and each of them, to show cause, if any they have, why they should not be enjoined as set forth below, during the pendency of this action;
5. For a temporary restraining order, a preliminary injunction, and a permanent injunction, all enjoining Cross-Defendant(s) from withholding corporation books, assets, and accounts; and otherwise engaging in unfair competition;
6. For statutory penalties, and consequential damages as to other expenses, time and profits in the amount according to proof at the time of trial;
7. For punitive and exemplary damages subject to proof at time of trial;
8. For reasonable attorney fees and costs of suit herein; and
9. For such other and further relief the Court deems just and proper.

Dated: May 10, 2010

  
\_\_\_\_\_  
JOHN THEODORE DEAN,  
Attorney for Defendants/Cross-Complainants

## TRADEMARK LICENSE AND WEBSITE BUSINESS AGREEMENT

This Trademark License and Website Business Agreement ("Agreement") is entered into as of October 15, 2008, between Information Superbrand, Inc., a California corporation, located at 7545 Irvine Center Drive, Suite 200, Irvine, California 92618 ("Licensor"), and David Max ("Licensee"), whose address is 14 Marsh Hawk, Irvine, California 92604.

### Recitals

**WHEREAS** the Licensor is the proprietor of registered trademarks and applications therefor (the "Trademarks"). Each Trademark consists of a coined term formed by the word and mark "pedia" combined with a term that is descriptive of the product or services, such as the subject matter of the information services, which Trademarks include, but are not limited to, those trademarks set forth in the accompanying Exhibit "A";

**WHEREAS** the Licensee is a shareholder and officer of the Licensor, and on March 9, 2000, agreed to transfer of his right, title, and interest in various Internet domain names which included the word and mark "pedia" combined with a term that is descriptive of the product or services, except for the domain name [www.huskerpedia.com](http://www.huskerpedia.com), as set forth in the accompanying Exhibit "B";

**WHEREAS** the Licensor and Licensee have jointly developed the website for the domain [www.huskerpedia.com](http://www.huskerpedia.com), since March 9, 2000, and now desire to clarify their relationship in accordance with that agreement set forth in the accompanying Exhibit "B";

**WHEREAS** the Licensee desires to continue the business of developing and providing the website [www.huskerpedia.com](http://www.huskerpedia.com), acting as a liaison between the Licensor and its customers, as well as managing sales, services, and administration for the website;

**WHEREAS** the Licensor facilitates the exchange of Information-marketing™, or communication between vendors and consumers, by employing a "network of information brands and websites" targeted at major market categories, and owns and/or manages related websites worldwide (collectively, the "PediaNetwork™") which, among other things, allow its users to search for and access information, vendor services and products, content and other sites on the Internet. Information-marketing™ is a proprietary business process developed by the Licensor. The Licensor also provides an innovative branded private label affinity card ("PediaCard™") that offers benefits and discounts on many products and services around the world; and

**WHEREAS** the Licensee wishes to continue to use the Trademark "Pedia" in relation to the website for the domain [www.huskerpedia.com](http://www.huskerpedia.com), including one hundred percent (100%) control of the day-to-day business operations, and the Licensor is willing to permit the Licensee to do so on the terms and conditions set out herein.

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**Section 1.01. Authorization of Use of Trademark.** The Licensor hereby authorizes the Licensee during the period of this Agreement to use the Trademark "Pedia" combined with the descriptive term "Husker" ("HuskerPedia") in relation to the website for the domain [www.huskerpedia.com](http://www.huskerpedia.com) in accordance with specifications laid down, directions given, and information supplied by the Licensor or by persons authorized to act on behalf of the Licensor from time to time.

**Section 1.02. Applications for Registration.** The Licensee will join with the Licensor in making application to any domestic or foreign regulatory authorities for the purpose of registering the grant of this license under the provisions of any applicable laws or regulations.

**Section 2.01. Permitted Uses of Trademark.** The Licensee shall have the right to use the Trademark "Pedia" combined with the descriptive term "Husker" ("HuskerPedia") in relation to operation of the website for the domain [www.huskerpedia.com](http://www.huskerpedia.com), and so long as the website is used solely for purposes of hosting a sports fan website related to the Nebraska Cornhuskers, or information, services and product sales related thereto.

**Section 2.02. Term.** The term of the Agreement shall commence on the date this Agreement is executed and shall extend for a period of ten (10) years, and shall be automatically renewed for successive ten (10) year periods, on each anniversary thereafter, so long as Licensee is not in breach of any terms or conditions of the license or this Agreement.

**Section 2.03. General Licensee Duties.** During the term of this Agreement, Licensee shall be solely responsible for providing all content for the [www.huskerpedia.com](http://www.huskerpedia.com) website, and for securing and negotiating all service, vendor and affiliation agreements concerning the website. Licensee shall continue to develop and manage relationships between the website and contracting persons, business or organizations. Licensee shall also participate in managing any specific sales, services, and administration for the website, on an ongoing basis. Licensee shall on his own responsibility contract for, employ, or hire such additional persons or personnel as reasonably necessary to carry out his duties under this Agreement. Licensee shall also provide all customer service requirements related to the [www.huskerpedia.com](http://www.huskerpedia.com) website. The Licensor shall have the right to approve all content, hiring, expenses, and any contracts or agreements concerning the website or its operation, which approval shall not be unreasonably withheld.

**Section 2.04. General Licensor Duties.** Licensor will: (1) Provide all necessary equipment, technology, personnel, administration and implementation expense for maintaining the Pedia Network™, and publishing, hosting, and maintaining the www.huskerpedia.com website and online services, hosted content and Information-marketing™ products and services thereon; (2) Provide all necessary equipment, technology, personnel, administration and implementation expense for processing customer forms, applications, inquiries, and data for the Pedia™ Network, and the www.huskerpedia.com website and online services, including Information-marketing™ and other products and services sold thereon; (3) Work in good faith with Licensee to conceive and develop additional methods of expanding the www.huskerpedia.com website online services and encouraging the fans and customers to use the www.huskerpedia.com website online services.

**Section 2.05. Profits and Revenue Sharing.** Licensee shall operate the www.huskerpedia.com website at an annual profit to Licensor. The Licensor and Licensee agree to a revenue sharing from the net revenues (net income after expenses) generated and received by Licensor from the www.huskerpedia.com website, as follows: (1) For all income and revenue generated through the www.huskerpedia.com website or its online services as a direct or indirect result of Licensee's services, Licensor shall retain fifty percent (50%) of net revenues, and Licensor shall be paid fifty percent (50%) of net revenues; (2) The payment of the 50% of net revenue allocated to Licensee shall begin at such time as the Licensor is either profitable and sustainable ("on solid financial ground"), or otherwise capable of paying all of its ongoing expenses through other sources of funding. "On solid financial ground" shall mean either six continuous months of monthly profit, or investment capital of at least one million dollars.

**Section 2.06. Earned But Unpaid Revenue Share to Licensee.** Licensee shall be entitled to repayment by Licensor of his fifty percent (50%) share of prior net revenues as such occurred prior to the date of this Agreement. Beginning at such time as the Licensor is either profitable and sustainable ("on solid financial ground"), or otherwise capable of paying all of its ongoing expenses through other sources of funding, that share will be repaid by Licensor to Licensee, by an assignment to Licensee of all of Licensor's share of net revenues, including from Nebraska Cornhusker ticket sales to home and away games, for the same time frame that Licensee has contributed his half to the Licensor (which is currently around nine years - beginning from October 5, 1999).

**Section 2.07. Assisting Licensor Capitalization.** As consideration for this Agreement, Licensee shall utilize his connections developed from operation of the www.huskerpedia.com website, or any other available resources, to maintain continued business operations of Licensor, by providing additional capitalization and funds for Licensor not less than the sum of one hundred thousand dollars (\$100,000.00). Licensor will provide for issuance of securities necessary to conclude any capitalization provided. Shares shall be sold at not less than fifty cents (.50) share.

**Section 3.01. Protection of Trademarks and Confidential Information.** The Licensee shall keep confidential all information imparted to him by the Licensor (save insofar as the same may be in, or come into, the public domain other than by the fault of the Licensee) and not to use or disclose the same other than for the purpose of this Agreement. The Licensee shall use the Trademarks without alteration or modification and only in such manner and with such acknowledgement of ownership as shall from time to time be stipulated by the Licensor.

**Section 3.02. Compliance With Applicable Laws And Licenses.** Licensee shall comply with all software licenses and copyrights, and with all state, federal, and international laws governing the conduct of business, intellectual property and online activities.

**Section 3.03. Prohibited Activities.** Licensee shall observe a policy against fraudulent, harassing, embarrassing, sexually explicit, obscene, intimidating, defamatory, or other unlawful or inappropriate material, either by e-mail or other forms of electronic communication (such as chat groups, bulletin boards, or news groups) or displayed on the www.huskerpedia.com website or stored in the Company's computers.

**Section 3.04. Prohibited Uses.** Without prior written permission, the computer and telecommunications resources and services of the Licensor may not be used for the transmission or storage of unauthorized commercial or personal advertisements, solicitations, promotions, destructive programs (that is, viruses or self-replicating code), political material, or any other unauthorized commercial or personal use.

**Section 4.01. Assignment and Sale.** Licensee may assign all (one hundred percent) of his rights under this Agreement to the Max Family Trust without prior approval of Licensor, or any portion thereof (currently 49%) to Joe Hudson without prior approval of Licensor. Any other assignment shall be subject to the written approval by Licensor, in its sole discretion. Licensee and the Max Family Trust shall not have any right to distribute or sell this Agreement to any party outside of the Max family, without the prior written consent of Licensor. Licensor may also exercise a right of first refusal as to any proposed sale.

**Section 5.01. Termination.** The Licensor may forthwith terminate this Agreement by written notice to Licensee in any the following circumstances:

- (a) If the Licensee is in breach of any obligation or condition of this Agreement, provided that, in the case of a breach capable of remedy, it shall not have been remedied within 30 days of written notice to the Licensee specifying the breach and requiring its remedy;
- (b) If continued operation under this Agreement would injure the reputation or the validity of the Trademarks of the Licensor;

(c) If all or a substantial portion of the assets of the Licensee are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; a proceeding is commenced by or against the Licensee for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days; or the Licensee is adjudged bankrupt;

(d) If the direct or indirect ownership or control of the Licensee shall change from that existing at the date of this Agreement; or

(e) If continued operation under this Agreement would unreasonably interfere with the viability of the business of Licensor, including any initial public offering, sale, merger, acquisition, or any other transaction which is reasonably necessary to realize or preserve the value of the assets, trademarks, and business of the Licensor. Provided that, Licensor shall not take any action to cause an unreasonable forfeiture of the rights held by Licensee. In the event of a dispute, the parties agree that an independent valuation of the www.huskerpedia.com website shall be used to determine the amount to be paid to Licensee under this subsection (e). Time is of the essence in resolving any such dispute and valuation, which shall be subject to arbitration.

**Section 6.01. Licensee's Actions on Termination.** The Licensee hereby agrees that upon any amendment or termination of this Agreement the Licensee will execute any documents that the Licensor may request the Licensee to execute for the purpose of applying for variation or cancellation of the entry of the Licensee as a licensee of the Trademarks.

**Section 7.01. Notices.** Any notice required to be given by either party to the other in relation to this Agreement shall be in writing and may be hand-delivered or sent by regular mail to the address as set forth above (or such other address as is properly notified in accordance with this section) of the recipient, and shall be deemed to have been properly given and received either upon hand-delivery, or two (2) days after mailing, as applicable.

**Section 8.01. Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California.

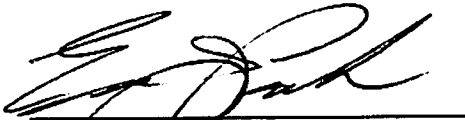
**Section 9.01. Arbitration.** Any dispute arising under or concerning this agreement, or the subject matter of this agreement, shall be settled by binding arbitration at Orange County, California. Jurisdiction and venue for any court action to enforce the arbitration requirement or award, and for any other dispute between the parties shall also be exclusively at Orange County, California.



**Section 10.01. Integration.** The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous agreements and communications, oral or written and all other communications between them relating to the terms and to the subject hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

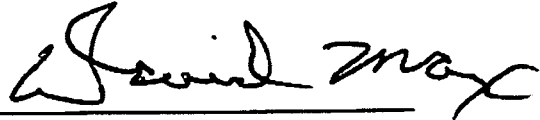
**This is a binding contract executed by the parties at Irvine, California, and the aforementioned terms and conditions are hereby agreed and understood to become effective on the date as hereinabove noted:**

**"Licensor"**



By: Eric Park, President  
Information Superbrand, Inc.

**"Licensee"**



David Max

## EXHIBIT A

Licensors own federally registered trademarks for SPORTSPEDIA Reg. No. 2,511,972, AUTOPEdia Reg. No. 2,629,922; BASEBALLPEdia Reg. No. 2,641,697; BASKETBALLPEdia Reg. No. 2,641,698; FINANCIALPEdia in Reg. No. 2,648,028; FOOTBALLPEdia in Reg. No. 2,648,029; AUDIOPEdia Reg. No. 2,689,899, ANTIQUEPEdia Reg. No. 2,701,757; PARENTPEDIA Reg. No. 3,408,174, CANCERPEdia Reg. No. 3,400,699, MUSICPEdia Reg. No. 3,387,918, TRAVELPEdia Reg. No. 3,400,756, CASINOPEdia, Reg. No. 3,387,911, and VIDEOPEdia Reg. No. 3,408,173. Federal trademark applications for PEDIA Serial No. 77446722, MEDIAPEDIA Serial No. 77446727, PEDIANETWORK Serial No. 77446723, all for the same or similar services. The marks owned by Licensors all have similar compositions. Each mark consists of a coined term formed by the word "pedia" combined with a term that is descriptive of the product or services, such as the subject matter of the information services. Licensors have owned and operated the [www.pedia.com](http://www.pedia.com) website since 1999, as a portal for an Internet Encyclopedia with over a thousand major market category marks for products and services. In addition, Licensors own the marks PEDIACARD, PEDIAPPOINTS, and PEDIA NETWORK.

**EXHIBIT B**

**[See Following Page]**

## DOMAIN TRANSFER AGREEMENT

This will confirm that DAVID C. MAX, located at 5405 Alton Parkway, Irvine, California 92604, as of today transfers all "Pedia" family domains (except "Huskerpedia") to INTERNET SUPERBRAND, INC., a California corporation, and will complete all additional necessary documentation to effect this transfer.

Dated: March 9, 2000

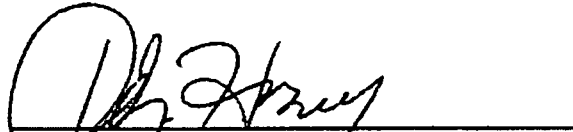


David C. Max

Witnesses:



Eric J. Park



David J. Homsey



INFORMATION SUPERBRAND, INC.  
7545 IRVINE CENTER DRIVE • SUITE 200 • IRVINE • CA • 92618  
VOICE: 949-623-8425 • FAX: 949-623-9842  
EMAIL: [ejp@superbrand.net](mailto:ejp@superbrand.net)

Eric J. Park, President/CEO

September 2, 2009

### STOCK TRANSFER MEMORANDUM

THIS MEMORANDUM entered into on this 2nd day of September, 2009, by and between Eric J. Park, of 138 Gauguin Circle, Aliso Viejo, CA, 92656, hereinafter referred to as "ERIC" and David C. Max, of 14 Marsh Hawk, Irvine, CA 92604 hereinafter referred to as "DAVID".

FOR VALUE RECEIVED, "ERIC" hereby transfers two million (2,050,000) shares of his stock in Information Superbrand, Inc., "ISI" a California Corporation located at 7545 Irvine Center Drive, Suite 200, Irvine, CA 92618 to "DAVID" final settlement of "DAVID's" and his partner's (Joe Hudson) relinquishing their interest to "ISI" (with the exception of certain editorial control) in the Website [www.huskerpedia.com](http://www.huskerpedia.com) and including distribution to all previous investors in SportsPedia, Inc., that amount to a total of fifty thousand (50,000) shares.

Final documents are currently being prepared by Dave Homsey and will be executed by both "ERIC," "DAVID" and other parties that may be necessary to execute the transfer and other portions of this MEMORANDUM.

Of the two million (2,050,000) shares of his stock remaining after the fifty thousand (50,000) shares are distributed to the previous SportsPedia stockholders, "DAVID" agrees to distribute 500,000 shares to Joe Hudson. The remaining 1.5 million shares shall be issued to "DAVID" or to his designates.

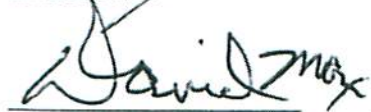
Both parties agree that time is of the essence and that they will cause formal documentation of this transaction to be drawn by Dave Homsey in a timely manner.

IN WITNESS WHEREOF, the parties have executed, this MEMORANDUM on the date first above written.

Signatures:

  
Eric J. Park

9-2-09  
Date

  
David C. Max

9-2-09  
Date

EXHIBIT B

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**PROOF OF SERVICE**  
§ 1013a(3) Code Civ. Proc. REVISED 1/1/88

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action. My business address is: 2678 Raven Circle, Corona, California 92882.

On May 10, 2010, I served the within documents described as:

**CROSS-COMPLAINT**

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Ralph Rogari, Esq.  
Rehm & Rogari  
12121 Wilshire Blvd., Suite 600  
Los Angeles CA, 90025

XX **BY MAIL:** I deposited such envelope, with postage thereon fully prepaid, in the mail at Corona, California.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Buena Park, California, in the ordinary course of business. I am aware that on motion of the parties served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit.

    **BY FAX:** I caused a copy to be transmitted via facsimile to the following telephone number between the hours of 8:30 am. and 5:00 p.m.:

    **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the offices of the addressees.

XX (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

    (Federal) I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on May 10, 2010, at Corona, California.

  
\_\_\_\_\_  
JOHN THEODORE DEAN