

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ralph Rogari SBN 139422 Rehm & Rogari 12121 Wilshire Blvd., Suite 600, Los Angeles, CA 90025 TELEPHONE NO.: 310 481-6797 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff David Max	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME:	
SHORT TITLE: Max v. Park et. al.	
<p style="text-align: center;"><b>REQUESTS FOR ADMISSION</b></p> <p> <input checked="" type="checkbox"/> Truth of Facts      <input type="checkbox"/> Genuineness of Documents                 </p> <p> <b>Requesting Party: DAVID MAX</b>  <b>Answering Party: ERIC PARK</b>  <b>Set No.: 1</b> </p>	CASE NUMBER: 30-2010-00357210

**INSTRUCTIONS**

Requests for admission are written requests by a party to an action requiring that any other party to the action either admit or deny, under oath, the truth of certain facts or the genuineness of certain documents. For information on timing, the number of admissions a party may request from any other party, service of requests and responses, restrictions on the style, format, and scope of requests for admission and responses to requests, and other details, see Code of Civil Procedure sections 94-95, 1013, and 2033.010-2033.420 and the case law relating to those sections.

An answering party should consider carefully whether to admit or deny the truth of facts or the genuineness of documents. With limited exceptions, an answering party will not be allowed to change an answer to a request for admission. There may be penalties if an answering party fails to admit the truth of any fact or the genuineness of any document when requested to do so and the requesting party later proves that the fact is true or that the document is genuine. These penalties may include, among other things, payment of the requesting party's attorney's fees incurred in making that proof.

Unless there is an agreement or a court order providing otherwise, the answering party must respond in writing to requests for admission within 30 days after they are served, or within 5 days after service in an unlawful detainer action. There may be significant penalties if an answering party fails to provide a timely written response to each request for admission. These penalties may include, among other things, an order that the facts in issue are deemed true or that the documents in issue are deemed genuine for purposes of the case.

Answers to *Requests for Admission* must be given under oath. The answering party should use the following language at the end of the responses:

*I declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.*

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

These instructions are only a summary and are not intended to provide complete information about requests for admission. This *Requests for Admission* form does not change existing law relating to requests for admissions, nor does it affect an answering party's right to assert any privilege or to make any objection.

**REQUESTS FOR ADMISSION**

You are requested to admit within 30 days after service, or within 5 days after service in an unlawful detainer action, of this *Requests for Admission* that:

1.  Each of the following facts is true (if more than one, number each fact consecutively):
  - Continued on Attachment 1
2.  The original of each of the following documents, copies of which are attached, is genuine (if more than one, number each document consecutively):
  - Continued on Attachment 2

RALPH ROGARI

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

# **ATTACHMENT 1**

## **DEFINITIONS**

When used in this request, the following terms shall mean:

“WRITING” means and refers to writing as defined in section 250 of the Evidence code.

“COMPLAINT” means and refers to the complaint for damages filed by plaintiff David Max.

“CROSS-COMPLAINT” means and refers to the cross-complaint for damages filed by defendants Eric Park, Information Superbrand, Inc., SportsPedia, Inc. and TravelPedia, Inc.

## REQUESTS FOR ADMISSION

1. That the domain www.huskerpedia.com was first created in 1999.
2. That all Nebraska Cornhusker content related to events occurring prior to September 23, 1999 and accessible at the domain www.huskerpedia.com had been created by Joe Hudson.
3. That the design of the huskerpedia.com website was created by Joe Hudson.
4. That prior to March, 2000, a joint venture agreement existed between Joe Hudson and David Max regarding the ownership, design, and copyright of the domain HuskerPedia.com and the name HuskerPedia..
5. That the joint venture agreement between Joe Hudson and David Max regarding the ownership, design, and copyright of the domain HuskerPedia.com and the name HuskerPedia continued to exist from March 2000 through March 1, 2010.
6. That from September 23, 1999 through February 25, 2010, basically all updates, new links and new content accessible at the domain www.huskerpedia.com were created by David Max or Joe Hudson.
7. Admit that defendant Information Superbrand, Inc., is a corporation organized and existing under the laws of the State of California.
8. That defendant SportsPedia, Inc. is a corporation organized and existing under the laws of the State of California.
9. That defendant AutoPedia, Inc. is a corporation organized and existing under the laws of the State of California.
10. That defendant AutoPedia, Inc. is not in good standing with the California Secretary of State.
11. That defendant TravelPedia, Inc. is a corporation organized and existing under the laws of the State of California.

12. That defendant ERIC PARK is a shareholder, officer and director in defendant Information Superbrand, Inc.
13. That defendant ERIC PARK is a shareholder, officer and director in defendant SportsPedia, Inc.
14. That defendant ERIC PARK is a shareholder, officer and director in defendant AutoPedia, Inc.
15. That defendant ERIC PARK is a shareholder, officer and director in defendant TravelPedia, Inc.
16. That David Max is entitled to possession of the domain [www.huskerpedia.com](http://www.huskerpedia.com).
17. That on or before February 25, 2010, defendant Information Superbrand, Inc., took possession of the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content.
18. That on or before February 25, 2010, defendant Information Superbrand, Inc., denied David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content.
19. That at all times after March 1, 2010, defendant Information Superbrand, Inc., denied MAX access to the domain [www.huskerpedia.com](http://www.huskerpedia.com).
20. That at all times after March 1, 2010, defendant Information Superbrand, Inc., used the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max.
21. That after March 1, 2010, David Max demanded return of the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content, but defendant Information Superbrand, Inc., failed and refused to return it to him.
22. That as a result of the use of the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content by defendant Information Superbrand, Inc. after March 1, 2010, David Max has suffered emotional distress.
23. That as a result of the use of the domain [www.huskerpedia.com](http://www.huskerpedia.com) and

associated content by defendant Information Superbrand, Inc. after March 1, 2010, David Max has suffered a loss of income.

24. That as a result of the use of the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content by defendant Information Superbrand, Inc. after March 1, 2010, David Max has suffered consequential damages.

25. That between March 1, 2010 and the filing of this action David Max expended more than 150 hours of his time attempting to regain possession of the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content.

26. That defendant Eric Park assisted defendant Information Superbrand, Inc., in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content.

27. That defendant SportPedia, Inc. assisted defendant Information Superbrand, Inc., in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content.

28. That defendant TravelPedia, Inc. assisted defendant Information Superbrand, Inc., in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content.

29. That defendant AutoPedia, Inc. assisted defendant Information Superbrand, Inc., in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content.

30. That defendant Tal Golan assisted defendant Information Superbrand, Inc., in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content.

31. That defendant Eric Park assisted defendant Information Superbrand, Inc., in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max.

32. That defendant Tal Golan assisted defendant Information Superbrand, Inc., in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max.

33. That defendant SportsPedia, Inc. assisted defendant Information

Superbrand, Inc., in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max.

34. That defendant TravelPedia, Inc. assisted defendant Information Superbrand, Inc., in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max.

35. That defendant AutoPedia, Inc. assisted defendant Information Superbrand, Inc., in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max.

36. That after March 1, 2010, David Max demanded return of the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content, but defendant Information Superbrand Inc. failed and refused to return it to him.

37. The the conduct of defendant Information Superbrand Inc. in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content was carried out with conscious disregard of David Max's rights.

38. That the conduct of defendant Information Superbrand Inc. on and after March 1, 2010 in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max was wilful, wanton, malicious or oppressive.

39. The the conduct of defendant Eric Park in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content was carried out with conscious disregard of David Max's rights.

40. That the conduct of defendant Eric Park on and after March 1, 2010 in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max was wilful, wanton, malicious or oppressive.

41. The the conduct of defendant Tal Golan in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content was carried out with conscious disregard of David Max's rights.

42. That the conduct of defendant Tal Golan on and after March 1, 2010 in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max was wilful, wanton, malicious or oppressive.

43. The conduct of defendant TravelPedia Inc. in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content was carried out with conscious disregard of David Max's rights.
44. That the conduct of defendant TravelPedia Inc. on and after March 1, 2010 in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max was wilful, wanton, malicious or oppressive.
45. That the conduct of defendant SportsPedia, Inc. in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content was carried out with conscious disregard of David Max's rights.
46. That the conduct of defendant SportsPedia, Inc. on and after March 1, 2010 in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max was wilful, wanton, malicious or oppressive.
47. The the conduct of defendant Information Superbrand Inc. in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content was carried out with a fraudulent intent to deprive David Max of that property.
48. That the conduct of defendant Information Superbrand Inc. on and after March 1, 2010 in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max was carried out with a fraudulent intent to deprive David Max of that property.
49. The the conduct of defendant Eric Park in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content was carried out with a fraudulent intent to deprive David Max of that property.
50. That the conduct of defendant Eric Park on and after March 1, 2010 in using the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content without the permission or consent of David Max was carried out with a fraudulent intent to deprive David Max of that property.
51. The the conduct of defendant Tal Golan in denying David Max access to the domain [www.huskerpedia.com](http://www.huskerpedia.com) and associated content was carried out with a fraudulent intent to deprive David Max of that property.

52. That the conduct of defendant Tal Golan on and after March 1, 2010 in using the domain www.huskerpedia.com and associated content without the permission or consent of David Max was carried out with a fraudulent intent to deprive David Max of that property.

53. The conduct of defendant SportsPedia Inc. in denying David Max access to the domain www.huskerpedia.com and associated content was carried out with a fraudulent intent to deprive David Max of that property.

54. That the conduct of defendant SportsPedia, Inc. on and after March 1, 2010 in using the domain www.huskerpedia.com and associated content without the permission or consent of David Max was carried out with a fraudulent intent to deprive David Max of that property.

55. The conduct of defendant TravelPedia Inc. in denying David Max access to the domain www.huskerpedia.com and associated content was carried out with a fraudulent intent to deprive David Max of that property.

56. That the conduct of defendant TravelPedia, Inc. on and after March 1, 2010 in using the domain www.huskerpedia.com and associated content without the permission or consent of David Max was carried out with a fraudulent intent to deprive David Max of that property.

57. That through checks, cash advances or making payments of company obligations with personal credit cards, plaintiff David Max loaned defendant Information Superbrand Inc. \$392,133.37.

58. That in exchange for the money, David Max loaned the company, Information Superbrand, Inc. represented that it would pay the interest, and minimum monthly payments David Max owed various companies for the money loaned to the company as follows:

<b>Item</b>	<b>AMOUNT</b>	<b>INTEREST RATE</b>
1	\$ 15,370.21	15.70
2	\$ 4,609.52	25.99
3	\$ 5,593.20	23.99
4	\$ 18,869.15	14.24
5	\$ 6,642.15	35.99
6	\$ 14,261.77	19.99
7	\$ 14,857.77	18.99



8	\$ 13,176.91	14.99
9	\$ 18,046.62	23.24
10	\$ 1,570.68	14.99
11	\$188,772.04	9.00
12	\$ 63,825.00	10.00
13	\$ 1,823.49	18.00
14	\$ 6,483.55	10.25
15	\$ 5,500.00	10.00
16	\$ 3,094.77	29.99
17	\$ 9,637.11	18.99

59. That on or about March 1, 2010, defendant Information Superbrand Inc. breached its agreement to repay the monies David Max loaned the company by fusing to pay \$274.00 owed on the \$9,637.11 loan set forth in the complaint as item 17.

60. That since March 1, 2010, Information Superbrand Inc. has completely failed to honor its obligation and David Max has been required to make payments in an additional amount of \$6,055.95 to stop his secured accounts from going into default.

61. That as of March 25, 2010, defendant Information Superbrand, Inc. owes plaintiff David Max the \$398,189.32 he loaned to the company, plus interest.

62. That since March 25, 2010, David Max has made demand upon Information Superbrand, Inc. to repay the \$398,189.32 he loaned to the company, plus interest, but Information Superbrand, Inc. has failed and refused to repay it.

63. That commencing on or about February 25, 2010, and continuing to the present day, defendant Information Superbrand Inc. and has run the web site [www.huskerpedia.com](http://www.huskerpedia.com) and associated content as if it was the true owners of it.

64. That since February 25, 2010, Information Superbrand Inc. has failed to meet obligations to customers and suppliers of items sold on the [www.huskerpedia.com](http://www.huskerpedia.com) site and thereby alienated both supplies and users of the site.

65. That since February 26, 2010, plaintiff David Max has demanded that defendant Information Superbrand, Inc. refrain from operating

www.huskerpedia.com and associated content and return it to him, but defendant Information Superbrand Inc. has refused and has continued to operate the site.

66. As a result of the actions of defendant Information Superbrand, Inc. in operating the www.huskerpedia.com site and associated content without the consent and permission of David Max, users have left the site and not returned.

67. That Information Superbrand, Inc. intends to continue to use and operate the www.huskerpedia.com website and associated content without the consent and permission of David Max.

68. In or about September and October, 2008, at Irvine CA, Eric Park represented to David Max that he had obtained an offer to sell Information Superbrand, Inc. to a third party and that to move forward and consummate the sale, it was necessary to have a formal agreement between David Max and Information Superbrand, Inc. regarding the the www.huskerpedia.com website and associated content.

69. That when Eric Park made the representations he had not received any offer to purchase defendant Information Superbrand, Inc.

70. That Eric Park made the representations regarding the offer to purchase Information Superbrand, Inc. as part of a plan to steal the www.huskerpedia.com website and associated content from David Max.

71. That in reliance upon the representations, David Max agreed to allow the www.huskerpedia.com website to remain affiliated with the Pedia network Information Superbrand Inc. had created and continued to allow the associated content to be hosted on the server that hosted Information Superbrand Inc.'s network of Pedia websites.

72. That in early November, 2009, defendant Tal Golan was recommended to Information Superbrand Inc. as a technology expert to assist the company in installing analytic counters on all of its websites.

73. That throughout November and early December, 2009, defendants Tal Golan and Eric Park had meetings in which Tal Golan agreed to assist Eric Park in stealing the www.huskerpedia.com website and associated content from David Max.

74. That in December, 2009, as part of the scheme to defraud David Max of the www.huskerpedia.com website and associated content, Eric Park and Tal Golan represented that if Tal Golan was hired as CEO of Information Superbrands Inc. that Golan would not only get all the analytic counters installed, he would bring to the company an investor who would payoff all the company debt, including the more than 390,000.00 owed to David Max

75. That neither Eric Park nor Tal Golan had any intention of bringing an investor into Information Superbrand, Inc. to pay off the more than \$390,000 owed to David Max.

76. The representation that Tal Golan would bring to the company an investor who would payoff all the company debt, including the more than 390,000.00 owed to David Max, was made for the purpose of concealing from David Max the fraudulent scheme to steal from him the www.huskerpedia.com website and associated content, while putting Tal Golan in a position where he could use his technological savvy to assist Eric Park stealing that property.

77. That Tal Golan did not bring an investor into Information Superbrand Inc. to pay off the company debt as represented.

78. That Tal Golan assisted Eric Park in converting the ww.huskerpedia.com website and associated content, from David Max.

79. That Tal Golan and Eric Park, as part of their scheme to defraud David Max of the www.huskerpedia.com website and associated content, misused their positions at Information Superbrand, Inc. and caused the company to stop meeting its obligations to David Max.

80. That Information Superbrand, Inc., Tal Golan and Eric Park caused Information Superbrand, Inc. to stop meeting its obligations to David Max for the purpose of depriving David Max of his funds, to harass David Max in his business, and to defraud him.

DATED: May 24, 2010

REHM & ROGARI

  
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Ralph Rogari

Attorneys for plaintiff David Max

