

1 REHM & ROGARI  
Ralph Rogari (SBN 139422)  
2 12121 Wilshire Blvd., Ste. 600  
Los Angeles, CA 90025  
3 Tel: (310) 207-0059  
Fax: (310) 207-2780

4 Attorneys for Plaintiff  
5 David Max

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

MAR 25 2010

ALAN CARLSON, Clerk of the Court

BY: F. IBARRA DEPUTY

7 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF ORANGE**

30-2010

00357210

10 David Max,  
11 Plaintiff,  
12 vs.  
13 Eric Park, Tal Golan. Information  
14 Superbrand, Inc., SportsPedia, Inc.,  
TravelPedia, Inc., Autopedia, Inc.  
15 Does 1 through 100, inclusive.  
16 Defendants.

NO:  
COMPLAINT FOR DAMAGES  
1. Conversion;  
2. Breach of Contract;  
3. Preliminary and Permanent  
Injunction;  
4. Fraud.

**JUDGE LUIS A. RODRIGUEZ**

18 Plaintiff David Max, alleges as follows:

20 **GENERAL ALLEGATIONS**

21 1. Plaintiff, DAVID MAX (Hereinafter "MAX") is, and at all times herein  
22 mentioned was, an individual, and long time fan of the University of Nebraska  
23 Cornhuskers. Since 1999, MAX, along with Joe Hudson, owned the domain  
24 www.huskerpedia.com. (Hereinafter "HUSKER DOMAIN") Plaintiff MAX,  
25 along with Joe Hudson, was and is also the owner and creator of thousands of  
26 pages of material related to the University of Nebraska Cornhusker sports teams,  
27 including a bulletin board dedicated to the discussion of Cornhusker sports.  
28 (Hereinafter "HUSKER CONTENT")

1 2. The HUSKER CONTENT was accessible to viewers on the world wide  
2 web through the HUSKER DOMAIN.

3  
4 3. Defendant INFORMATION SUPERBRAND, INC. (Hereinafter "ISI" ) is,  
5 and at all times herein mentioned was, a corporation organized and existing  
6 under the laws of the State of California with principle offices located at 7545  
7 Irvine Center Drive, Suite 200, Irvine, CA 92618, in the City of Irvine, County of  
8 Orange.

9  
10 4. Defendant SportsPedia, Inc. (Hereinafter "SPORTS" ) is, and  
11 at all times herein mentioned was, a corporation organized and existing under the  
12 laws of the State of California with principle offices located at 7545 Irvine  
13 Center Drive, Suite 200, Irvine, CA 92618, in the City of Irvine, County of  
14 Orange. Defendant SPORTS is a subsidiary of defendant ISI.

15  
16 5. Defendant AUTOPEDIA, INC. (Hereinafter "AUTO" ) is, and  
17 at all times herein mentioned was, a corporation organized and existing under the  
18 laws of the State of California with principle offices located at 7545 Irvine  
19 Center Drive, Suite 200, Irvine, CA 92618, in the City of Irvine, County of  
20 Orange. Defendant AUTO is a subsidiary of defendant ISI.

21  
22 6. Defendant TRAVELPEDIA, INC. (Hereinafter "TRAVEL" ) is, and  
23 at all times herein mentioned was, a corporation organized and existing under the  
24 laws of the State of California with principle offices located at 7545 Irvine  
25 Center Drive, Suite 200, Irvine, CA 92618, in the City of Irvine, County of  
26 Orange. Defendant TRAVEL is a subsidiary of defendant ISI.

27  
28

1 7. Defendant ERIC PARK (Hereinafter PARK) is, and at all times herein  
2 mentioned was, an individual and resident of the City of Aliso Viejo, County of  
3 Orange, State of California. Defendant PARK was a shareholder, officer and  
4 director in defendants ISI, AUTO, SPORTS and TRAVEL.

5  
6 8. Defendant TAL GOLAN (Hereinafter "GOLAN") is, and at all times  
7 herein mentioned was, an individual. Plaintiff is informed and believes and based  
8 thereon alleges that he was a resident of the City of Newport Beach, State of  
9 California. Plaintiff is informed and believes and based thereon alleges that  
10 PARK was a shareholder, officer and director in defendants ISI, AUTO,  
11 SPORTS and TRAVEL.

12  
13 9. Plaintiff does not know the true names or capacities of defendants  
14 DOES 1 through 100, inclusive, and therefore sues them by those fictitious  
15 names. Plaintiff is informed and believe, and on the basis of that information and  
16 belief allege, that each of those defendants was in some manner responsible for  
17 the events and happenings alleged in this complaint and for plaintiff's  
18 damages. Plaintiff will hereafter seek leave of the court to amend this complaint  
19 to show the defendants' true names and capacities after they have been  
20 ascertained.

21  
22 10. Plaintiff is informed and believes, and on the basis of that information  
23 and belief alleges, that at all times mentioned in this complaint, Defendants were  
24 the agents, employees, successors in interest, or joint venturers of their co-  
25 Defendants, and in doing the things alleged in this complaint were acting within  
26 the course and scope of that agency, employment or venture. That each and every  
27 Defendant, when acting as a principal, was negligent in the selection or hiring of  
28 each and every other Defendant as an agent, employee, successor in interest or

1 joint venturer.

2  
3 **FIRST CAUSE OF ACTION**

4 (Conversion against defendants ISI, SPORTS, AUTO,  
5 TRAVEL, PARK, GOLAN and Does 1 through 25)

6  
7 11. Plaintiff incorporates by this reference each and every allegation contained  
8 in paragraphs 1 through 10, inclusive.

9  
10 12. At all times herein mentioned, Plaintiff MAX was an owner, and  
11 entitled to possession of, the HUSKER DOMAIN and the HUSKER CONTENT  
12 each of which had a value in excess of the jurisdictional limits of this court.

13  
14 13. On or before February 25, 2010, defendants ISI, AUTO, TRAVEL,  
15 SPORTS, PARK, GOLAN and Does 1 through 25, took the above-mentioned  
16 property from plaintiff's possession and converted it to their own use by denying  
17 MAX access to the property and using it without plaintiff's permission.

18  
19 14. On February 26, 2010, Plaintiff was able to secure return of the HUSKER  
20 DOMAIN but defendants, on or about March 1, through knowingly false  
21 representations of ownership, were able to again deny MAX access to his  
22 property and convert the HUSKER DOMAIN to their own use.

23  
24 15. MAX has demanded return of the HUSKER DOMAIN and  
25 the HUSKER CONTENT but defendants failed and refused, and continue to fail  
26 and refuse, to stop using MAX's property and return it to him.

27  
28 16. As a legal result of defendants' conversion, plaintiff MAX lost the

1 value of the property in a total amount according to proof.

2

3 17. As a further legal result of defendants' conversion, MAX suffered  
4 emotional distress, loss of income and other consequential damages in a total  
5 amount according to proof.

6

7 18. Between the time of defendants' conversion of the above-mentioned  
8 property to its own use and the filing of this action MAX expended numerous  
9 hours along with money in pursuit of the converted property, all to his further  
10 damage in a total amount according to proof.

11

12 19. The above described conduct of Defendants ISI, AUTO, TRAVEL,  
13 SPORTS by and through their officers, directors, employees or managing agents,  
14 and Defendants PARK, GOLAN and DOES 1 through 25, was carried out with  
15 conscious disregard of Plaintiff's rights, and were wilful, wanton, malicious,  
16 oppressive, and were undertaken with the intent to defraud. Defendants PARK  
17 AND GOLAN, both individually and as officers, directors and managing agents  
18 of ISI, AUTO, TRAVEL, SPORTS had actual knowledge that MAX was an  
19 owner of the HUSKER DOMAIN and HUSKER CONTENT. Yet on and after  
20 February 25, 2010, PARK and GOLAN, willfully, maliciously and in conscious  
21 disregard for the rights of MAX, converted the property.

22 After February 25, 2010, each time MAX tried to protect his rights in the  
23 HUSKER DOMAIN and HUSKER CONTENT, PARK and GOLAN, both  
24 individually and as managing agents of defendants ISI, AUTO, TRAVEL and  
25 SPORTS, would oppress MAX by not returning the property, in favor of making  
26 it expensive for him to recover that property by making false ownership and  
27 possession claims.

28 Plaintiff MAX is therefore entitled to an award of punitive damages

1 pursuant to California Code of Civil procedure section 3294.

2

3 **SECOND CAUSE OF ACTION**

4 (Breach of Contract against defendant ISI and Does 26 through 35)

5

6 20. Plaintiff incorporates by this reference all of the allegations contained in  
7 Paragraphs 1 through 19 of this complaint.

8

9 21. Through checks, cash advances or making payments of company  
10 obligations with personal credit cards, Plaintiff Max loaned defendant ISI  
11 \$392,133.37. In exchange for the money, ISI represented that it would seek  
12 venture capital to repay the amount owed and in the meanwhile, ISI agreed to pay  
13 the interest, and minimum monthly payments MAX owed various companies for  
14 the money loaned to ISI as follows:

15	Item	AMOUNT	INTEREST RATE
16	1	\$ 15,370.21	15.70
17	2	\$ 4,609.52	25.99
18	3	\$ 5,593.20	23.99
19	4	\$ 18,869.15	14.24
20	5	\$ 6,642.15	35.99
21	6	\$ 14,261.77	19.99
22	7	\$ 14,857.77	18.99
23	8	\$ 13,176.91	14.99
24	9	\$ 18,046.62	23.24
25	10	\$ 1,570.68	14.99
26	11	\$188,772.04	9.00
27	12	\$ 63,825.00	10.00
28	13	\$ 1,823.49	18.00

1	14	\$ 6,483.55	10.25
2	15	\$ 5,500.00	10.00
3	16	\$ 3,094.77	29.99
4	17	\$ 9,637.11	18.99

5

6 22. On or about March 1, 2010, defendant ISI breached the agreement by  
7 refusing to pay \$274.00 owed on item 17. Since that time, ISI has completely  
8 failed to honor its obligation and Max has been required to make payments in an  
9 additional amount of \$6,055.95 to keep the above accounts from going into  
10 default.

11

12 23. Plaintiff has performed all of the conditions, covenants and promises  
13 required to be performed by him in accordance with the terms and conditions of  
14 the contract, by loaning to defendant ISI the aforementioned sum of  
15 \$398,189.32.

16

17 24. Defendant ISI breached its agreement with plaintiff by failing and refusing  
18 to perform in good faith to perform their promise to obtain venture capital, by  
19 terminating plaintiff from his positions with the company, by converting  
20 HUSKER DOMAIN and HUSKER CONTENT and by failing to pay the monthly  
21 payments on plaintiff's credit cards when they came due.

22

23 25. As a result of the defendant's breach of its obligations pursuant to the  
24 contract, the entire sum of \$398,189.32 loaned to defendants, plus interest  
25 accruing on the above stated amounts and rates, is now due, owing, and unpaid.  
26 Demand has been made on defendant for repayment but defendant has failed and  
27 refused and continue to fail and refuse, to repay the sum loaned by plaintiff.

28

1 26. As a result of the defendant's breach of its obligations pursuant to the  
2 contract, plaintiff has been damaged thereby in the sum of \$398,189.32 loaned to  
3 defendants, plus interest accruing on the above stated items at the above stated  
4 rates, in a total additional amount, according to proof.

5  
6 **THIRD CAUSE OF ACTION**

7 (Preliminary Injunction, Permanent Injunction, Ancillary Relief and  
8 Restitution against ISI, SPORTS, TRÁVEL, AUTO, PARK,  
9 GOLAN and Does 70-80)

10  
11 27. Plaintiff incorporates by this reference all of the allegations contained in  
12 Paragraphs 1 through 26 of this complaint.

13  
14 28. Commencing on or about February 25, 2010, and continuing to the present,  
15 defendants have converted HUSKER DOMAIN and HUSKER CONTENT to  
16 their own use and have run the site as if they were the true owners of it.  
17 In doing so, defendants have failed to meet obligations to customers and  
18 suppliers of items sold on the HUSKER DOMAIN site and thereby alienated  
19 both supplies and users of the site.

20  
21 29. Since February 26, 2010, plaintiff has demanded that defendants refrain  
22 from operating the HUSKER DOMAIN and stop using the HUSKER CONTENT  
23 and return them to plaintiff, but defendants have refused and have threatened to  
24 and are continuing such acts.

25  
26 30. As a result of defendants' acts, plaintiff has sustained and will sustain  
27 great and irreparable injury in that users are leaving the site and will continue to  
28 leave the site and not return.



1 31. Plaintiff cannot be fully compensated in damages and is without an  
2 adequate remedy at law because the exact amount of damage plaintiff will sustain  
3 will be difficult to determine, and defendants do not have sufficient assets to  
4 satisfy any judgment if damages could be determined.

5  
6 32. Unless enjoined by the court, defendants ISI, SPORTS, TRAVEL, AUTO,  
7 PARK, GOLAN and Does 70-80 will continue to use plaintiff's property for  
8 their own personal gain and be unjustly enriched.

9  
10 **FOURTH CAUSE OF ACTION**

11 (Fraud against ISI, SPORTS, TRAVEL, AUTO, PARK,  
12 GOLAN and Does 80 -90)

13  
14 33. Plaintiff incorporates by this reference all of the allegations contained in  
15 Paragraphs 1 through 32 of his complaint.

16  
17 34. In or about September and October, 2008, at Irvine CA, defendant PARK  
18 represented to plaintiff that he had obtained an offer to sell ISI to a third party  
19 and that to move forward and consummate the sale, it was necessary to have a  
20 formal agreement between MAX and ISI regarding the HUSKER DOMAIN.  
21 These representations were false and defendant PARK knew the falsity of these  
22 statements at the time they were made.

23  
24 35. Plaintiff is informed and believes and thereon alleges that defendant  
25 PARK did not have any offer to purchase ISI and made the representation as part  
26 of a plan to steal the HUSKER DOMAIN and HUSKER CONTENT from him by  
27 misusing his positions at ISI, SPORTS, TRAVEL, and AUTO.

1 36. In reliance upon the representation, MAX agreed to allow the HUSKER  
2 DOMAIN to remain affiliated with the Pedia network Defendant ISI had created  
3 and to continue to allow the HUSKER CONTENT to be hosted on the server that  
4 hosted ISI's network of pedia websites. Had plaintiff known of the secret  
5 intention of PARK, he would not have done so.  
6

7 37. In early November, 2009, GOLAN was recommended to ISI as a  
8 technology expert to assist the company in installing analytic counters on all of  
9 its websites. Throughout November and early December, GOLAN had a number  
10 of meetings with PARK during which plaintiff is informed and believes that he  
11 agreed to assist PARK in stealing the HUSKER DOMAIN and HUSKER  
12 CONTENT from MAX.  
13

14 38. As part of the scheme, in December, 2009, defendants PARK and GOLAN  
15 represented that if GOLAN was hired as CEO of ISI, he would not only get all  
16 the analytic counters installed, he would bring to the company an investor who  
17 would payoff all the company debt, including the more than 390,000.00 owed to  
18 MAX.  
19

20 39. Plaintiff is informed and believes that the representation was not true and  
21 was made for the purpose of concealing from Max the fraudulent scheme while  
22 putting GOLAN in a position where he could use his technological savvy to  
23 assist PARK in stealing the HUSKER DOMAIN and HUSKER CONTENT from  
24 MAX.  
25

26 40. GOLAN did not bring an investor into ISI to pay off the company debt as  
27 represented. He did not even get the websites up and running.  
28

1 41. Instead, he assisted PARK in converting the HUSKER DOMAIN and  
2 the HUSKER CONTENT from plaintiff MAX as alleged in the first cause of  
3 action.

4  
5 42. As a result of defendants' fraud as herein alleged, plaintiff has been  
6 defrauded of his ownership and right to possession and control of the HUSKER  
7 DOMAIN and the HUSKER CONTENT in a total amount according to proof.

8  
9 43. At the same time, plaintiff is informed and believes and thereon alleges  
10 that defendants, and each of them, as part of their scheme, misused their positions  
11 at ISI and caused the company to stop meeting its obligations to MAX as alleged  
12 in the second cause of action for the specific purpose of depriving MAX of his  
13 funds, to harass MAX in his business, and to defraud him.

14  
15 44. Plaintiff has been injured by loss of use of the funds, and suffered a loss of  
16 reputation all to his further damage in a total amount according to proof.

17  
18 45. As a further legal result of defendants' fraud as herein alleged, plaintiff has  
19 suffered mental and physical pain, all to his further damage in a total amount  
20 according to proof.

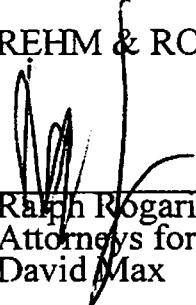
21  
22 46. These acts were malicious, fraudulent and oppressive, justifying an award  
23 of punitive damages so that defendants and each of them will not engage in such  
24 conduct in the future and make an example of them.

25  
26 WHEREFORE plaintiff Max demands judgment against defendants,  
27 and each of them, jointly and severally, as follows:

- 1 1. For a preliminary injunction and permanent injunction that defendants  
2 ISI, GOLAN, PARK, their agents, servants, representatives, attorneys, partners,  
3 successors, predecessors, assigns, and all persons acting for, with, by, through, or  
4 under them, and each of them, directly or indirectly:
- 5 a. Be restrained and enjoined from using in any manner the HUSKER  
6 DOMAIN and HUSKER CONTENT;
  - 7 b. For disgorgement of all gains, profits, and advantages derived by  
8 defendants from their use of the HUSKER DOMAIN and HUSKER CONTENT;
- 9 2. For the return of the HUSKER DOMAIN and HUSKER CONTENT;
- 10 3. For general damages, according to proof;
- 11 4. For special damages, according to proof;
- 12 5. The damages for breach of contract in a total amount according to proof;
- 13 6. For punitive damages according to proof;
- 14 7. For costs of suit;
- 15 8. For prejudgment interest and post-judgment interest according to law; and
- 16 9. For such other and further relief as the court may deem just and proper.

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: March 24, 2010

REHM & ROGARI  
  
\_\_\_\_\_  
Ralph Rogari  
Attorneys for plaintiff  
David Max

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)  
INFORMATION PACKAGE**

**NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):**

**Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.**

California Rules of Court – Rule 3.221  
Information about Alternative Dispute Resolution (ADR)

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.

(2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.

(3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.