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DENIRO MARKETING, LLC.
A California Limited Liability Company

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION**

DENIRO MARKETING, LLC
A California Limited Liability
Company

Plaintiff,

vs.

NEW EDGE MEDIA INC. a
California corporation, individually
and D/B/A MEONYOU.COM;
STEPHEN CORGIAT; MARISSA L.
NICKNIG; and DOES 1 through 25

Defendants.

)
) E.D. Case No.
) COMPLAINT FOR:
) COPYRIGHT INFRINGEMENT;
) BREACH OF CONTRACT;
) MISAPPROPRIATION OF TRADE
) SECRETS; UNFAIR COMPETITION;
) FALSE ADVERTISING;
) (JURY TRIAL DEMANDED)

Plaintiff, DENIRO MARKETING, LLC, a California Limited Liability
Company, for its complaint against NEW EDGE MEDIA INC. a California
corporation, individually and D/B/A MEONYOU.COM, STEPHEN CORGIAT;
MARISSA L. NICKNIG; and DOES 1 through 25, Defendants, alleges as follows:

JURISDICTION AND VENUE

1. This court has original and exclusive subject matter jurisdiction of this
action under 28 U.S.C.A. § 1338(a) because the action arises under the Copyright
Act, 17 U.S.C.A. §§ 101 et seq.,

1 2. This Court has supplemental subject matter jurisdiction pursuant to 28
2 USC § 1367(a) over all other claims contained within this complaint because all of
3 Plaintiff's claims are so related to claims in the action where this Court has original
4 jurisdiction, that they form part of the same case or controversy under Article III of
5 the U.S. Constitution.

6 3. This Court has personal jurisdiction over each of the Defendants
7 because each is a resident of the State of California, and within the Eastern District,
8 and each conducts systematic and continuous business in the State of California, and
9 within this Judicial District.

10 4. Venue in this Court is proper pursuant to 28 U.S.C.A. § 1391 since
11 Defendants or their agents are subject to personal jurisdiction in this jurisdiction.
12 Defendants are also subject to personal jurisdiction in California because Defendants
13 transact business within the State of California or contract elsewhere to supply goods
14 and services in the State of California.

15 5. Venue in this District is proper pursuant to 28 U.S.C.A. § 1391(b)(2)
16 because a substantial part of the events giving rise to this action arose within this
17 Judicial District, and because Defendant NEW EDGE MEDIA INC. is, and at all
18 relevant times was, a corporation organized and existing under the laws of California
19 with its principal place of business at 980 Ninth St., 16th Floor, Sacramento, CA
20 95814 and is systematically and purposefully availing itself, and at all relevant times
21 has systematically and purposefully availed itself of the privilege of conducting
22 business activities with plaintiff in the State of California.

23 6. Venue in this District is proper because defendant STEPHEN
24 CORGIAT is, and at all relevant times was, a citizen of the United States, residing in
25 California, within this Judicial District.

1 7. Venue in this District is proper because defendant MARISSA L.
2 NICKNIG is, and at all relevant times was, a citizen of the United States, residing in
3 Sacramento, California, within this Judicial District.

4
5 **THE PARTIES**

6 8. Plaintiff, DENIRO MARKETING, LLC., (“DENIRO”) is and was at all
7 relevant times, a corporation existing under the laws of the State of California with
8 its principal place of business at all relevant times located in the State of California,
9 County of San Joaquin.

10 9. Plaintiff is informed and believes, and thereon alleges, that defendant
11 NEW EDGE MEDIA INC. individually and D/B/A MEONYOU.COM (“NEW
12 EDGE”) is, and at all relevant times was, a corporation organized and existing under
13 the laws of California with its principal place of business at 980 Ninth St., 16th
14 Floor, Sacramento, CA 95814

15 10. Plaintiff is informed and believes, and thereon alleges, that defendant
16 STEPHEN CORGIAT (“CORGIAT”) is, and at all relevant times was, a citizen of
17 the United States, residing in California.

18 11. Plaintiff is informed and believes, and thereon alleges, that defendant
19 STEPHEN CORGIAT is, and at all relevant times was, an agent, officer, or director
20 of defendant NEW EDGE MEDIA, INC.

21 12. Plaintiff is informed and believes, and thereon alleges, that defendant
22 MARISSA L. NICKNIG (“NICKNIG”) is, and at all relevant times was, a citizen of
23 the United States, residing in Sacramento, California.

24 13. Plaintiff is informed and believes, and thereon alleges, that defendant
25 MARISSA L. NICKNIG is, and at all relevant times was, an agent, officer, or
26 director of defendant NEW EDGE MEDIA, INC.

1 14. Plaintiff is uninformed of the true names and capacities of defendants
2 sued herein as DOES 1 through 25, inclusive, and therefore sues these defendants by
3 such fictitious names. Plaintiff will amend this complaint to allege the DOE
4 defendants' true names and capacities when ascertained. Plaintiff is informed and
5 believes and thereon alleges that each of the fictitiously named defendants was the
6 proximate and legal cause of the plaintiff's damages herein alleged and that the
7 liability of said DOE defendants arises from the matters herein alleged.

8
9 **INTRODUCTION**

10 15. The dispute at hand involves the programming and operation of dating
11 websites. Plaintiff operates several dating websites including Amateurmatch.com.
12 Defendant STEPHEN CORGIAT was employed by Plaintiff DENIRO from October
13 20, 2003 through June 30, 2006 Defendant NEW EDGE operates a dating website
14 known as MEONYOU.COM. Defendant STEPHEN CORGIAT and Defendant
15 MARISSA L. NICKNIG are employed by NEW EDGE with respect to the
16 programming and operation of NEW EDGE'S MEONYOU.COM dating website.

17
18 **FACTS COMMON TO ALL COUNTS**

19 **A. Dating Websites**

20 16. Internet users interested in meeting others may choose to join a dating
21 website. Dating websites match users based upon a set of algorithms that compare
22 the information provided by the user with the information provided by others. Dating
23 websites such as Plaintiff DENIRO MARKETING'S Amateurmatch.com and
24 Defendant NEW EDGE MEDIA, INC'S D/B/A MEONYOU.COM offer free
25 membership levels but charge a membership fee for additional access, features and
26 services.

1 17. The differentiating characteristics of any particular dating website are
2 the number and quality of its member profiles, and the method by which the member
3 matches are made. That method is a computer program, and the member profiles are
4 collectively represented in a database.

5 **B. Stephen Corgiat**

6 18. Incident to STEPHEN CORGIAT'S employment at DENIRO he
7 worked with, and had access to, material that is considered by DENIRO as
8 Confidential Information and held as Trade Secrets. This material includes, but is
9 not necessarily limited to DENIRO'S website membership and profile lists, member
10 databases containing member profiles and other information, and to the programming
11 code that operates the website.

12 19. Additionally incident to STEPHEN CORGIAT'S employment at
13 DENIRO he had access to, and worked with proprietary material that is covered by
14 one or more United States registered copyrights held by DENIRO including U.S.
15 Copyright Numbers TX 6-811-918 and TX 6-811-920.

16 20. On March 13, 2005 Defendant CORGIAT'S signed a Confidentiality
17 Agreement between himself and DENIRO wherein he agreed that the sale or
18 unauthorized use or disclosure of any of DENIRO'S Confidential Information
19 obtained by CORGIAT during the course of his employment constituted unfair
20 competition. CORGIAT further agreed not to engage in any such activity, either
21 during the course of his employment or at any time thereafter.

22 21. CORGIAT also agreed in the Confidentiality Agreement that if he was
23 to reveal or disclose, or threaten to reveal or disclose, any such Confidential
24 Information, that the Company would be entitled to an injunction restraining him
25 from disclosing such information, or from rendering any services to any entity to
26 whom such information has been or is threatened to be disclosed.

1 22. CORGIAT also agreed in the Confidentiality Agreement that following
2 his resignation or termination of employment, he would not: “(a) engage in unfair
3 competition with the Company; (b) aid others, including any future employer, in any
4 unfair competition with the Company; (c) in any way breach the confidence that the
5 Company placed in Employee during his or her employment with the Company; (d)
6 misappropriate or disclose any Confidential Information”

7 23. CORGIAT specifically released DENIRO from any requirement of
8 posting any bond in connection with temporary or interlocutory injunctive relief, to
9 the extent permitted by law.

10 **C. Marissa L. Nicknig**

11 24. Defendant MARISSA L. NICKNIG is employed by NEW EDGE
12 MEDIA on projects including but not necessarily limited to the programming and
13 operation of the MEONYOU.COM dating website. Upon information and belief
14 NICKNIG is the CEO of NEW EDGE.

15 **D. MEONYOU.com.**

16 25. MEONYOU.COM is a dating website operated by Defendant NEW
17 EDGE MEDIA, INC. at <http://www.meonyou.com>. Defendants CORGIAT and
18 NICKNIG work for NEW EDGE MEDIA on projects including but not necessarily
19 limited to the programming and operation of the MEONYOU.COM dating website.

20 26. Upon information and belief, the Plaintiff believes that all of the
21 Defendants are acting in concert with malice and fraudulent intent through the use of
22 Plaintiff’s copyrighted material and trade secrets received from CORGIAT, for the
23 purpose of unfair competition with Plaintiff.

24 ///

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26 ///

COUNT I

COPYRIGHT INFRINGEMENT

**[Against Defendants New Edge Media Inc. A California Corporation, Individually And
D/B/A Meonyou.Com; Stephen Corgiat; And Marissa L. Nicknig]**

27. Plaintiff incorporates by reference paragraphs 1-26, inclusive as if fully set forth.

28. DENIRO is the sole proprietor of all rights, title, and interest in and to the copyright of the databases entitled “*Amateurmatch.com Database*” Reg. No. TX 6-811-918 and “*Amateurmatch.com ONLINE CUPID Database*” Reg. No. TX 811-920, registered with the United States Office of Copyright pursuant to 17 U.S.C.A. 411(a). Attached hereto and incorporated herein respectively as Exhibit “A” and Exhibit “B.”

29. The databases discussed above contain material wholly original with DENIRO and are copyrightable subject matter under the laws of the United States.

30. Plaintiff is informed and believes, and thereon alleges that Defendants CORGIAT; NICKNIG and NEW EDGE infringed DENIRO’S copyright, in violation of the Copyright Act, 17 U.S.C.A. § 101 et seq., by knowingly and willfully copying original elements of the databases, and by distributing and publishing those original elements, via profiles featured on the MEONYOU.COM website, without the consent or authorization of DENIRO.

31. As a result of the foregoing, DENIRO has been damaged in an amount not less than One Hundred Thousand Dollars (\$100,000.00).

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COUNT II

BREACH OF CONTRACT

[Against Defendant Stephen Corgiat]

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4 32. Plaintiff incorporates and restates herein the allegations contained in
5 paragraphs 1-31.

6 33. On March 13, 2005 Defendant CORGIAT'S signed a Confidentiality
7 Agreement between himself and DENIRO wherein he agreed that the sale or
8 unauthorized use or disclosure of any of DENIRO'S Confidential Information
9 obtained by CORGIAT during the course of his employment constituted unfair
10 competition. CORGIAT further agreed not to engage in any such activity, either
11 during the course of his employment or at any time thereafter.

12 34. CORGIAT also agreed in the Confidentiality Agreement that following
13 his resignation or termination of employment, he would not: "(a) engage in unfair
14 competition with the Company; (b) aid others, including any future employer, in any
15 unfair competition with the Company; (c) in any way breach the confidence that the
16 Company placed in Employee during his or her employment with the Company; (d)
17 misappropriate or disclose any Confidential Information"

18 35. Plaintiff is informed and believes, and thereon alleges that in breach of
19 this Confidentiality Agreement CORGIAT disclosed DENIRO'S Confidential
20 Information, including but not limited to DENIRO'S website membership and profile
21 lists, member databases containing member profiles and other information, and the
22 programming code that operates the website, to NEW EDGE for use in operating its
23 MEONYOU.COM dating website.

24 36. CORGIAT has breached the confidence that DENIRO placed in him
25 during his employment and has misappropriated and disclosed DENIRO'S
26 Confidential Information. In doing so, and in using this information in direct
27 competition with DENIRO'S dating websites, CORGIAT is breaching his agreement
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1 by engaging in unfair competition with DENIRO, and by aiding NEW EDGE in
2 unfair competition with DENIRO.

3 37. CORGIAT also agreed in the Confidentiality Agreement that if he was
4 to reveal or disclose, or threaten to reveal or disclose any such Confidential
5 Information, that the Company would be entitled to an injunction restraining him
6 from disclosing such information, or from rendering any services to any entity to
7 whom such information has been or is threatened to be disclosed.

8 38. Further, CORGIAT specifically released DENIRO from any
9 requirement of posting any bond in connection with temporary or interlocutory
10 injunctive relief, to the extent permitted by law.

11 39. As a result of the foregoing breach, DENIRO has been damaged in an
12 amount not less than Five Hundred Thousand Dollars (\$500,000.00).

13
14 **COUNT III**

15 **CALIFORNIA'S UNIFORM TRADE SECRETS ACT,**

16 **CALIFORNIA CIVIL CODE § 3426 et seq.**

17 **[Against Defendants New Edge Media Inc. A California Corporation, Individually And**
18 **D/B/A Meonyou.Com; Stephen Corgiat; And Marissa L. Nicknig]**

19 40. Plaintiff incorporates by reference paragraphs 1-39, inclusive as if fully
20 set forth.

21 41. DENIRO'S website membership and profile lists, member databases
22 containing member profiles and other information, and the programming code that
23 operates DENIRO'S dating websites are valuable proprietary property and trade
24 secrets that derive independent economic value from not being generally known to
25 the public or to other persons who can obtain economic value from their disclosure or
26 use.

1 42. DENIRO has adopted reasonable measures as described herein to
2 maintain the secrecy of the DENIRO'S Trade Secrets and Confidential Information,
3 including, but not limited to having employees read, agree, and sign Confidentiality
4 Agreements.

5 43. Incident to STEPHEN CORGIAT'S employment at DENIRO he had
6 access to, and worked with DENIRO'S website membership and profile lists,
7 member databases containing member profiles and other information, and the
8 programming code that operates DENIRO'S dating websites.

9 44. On March 13, 2005, Defendant CORGIAT'S signed a Confidentiality
10 Agreement between himself and DENIRO wherein he agreed not to sell or make any
11 unauthorized use or disclosure of any of DENIRO'S Confidential Information
12 obtained by CORGIAT during the course of his employment. The Agreement
13 provided that DENIRO'S Confidential Information was all information, documents,
14 data, and know-how relating to DENIRO, including but not limited to DENIRO'S
15 members, consumer payment information, designers, programmers, methods of
16 processing, merchant accounts, aggregate processing accounts, finances, products,
17 product plans, services, customers, clients, markets, developments, inventions,
18 designs, drawings, engineering, software (including source and object code),
19 hardware, hardware configuration, marketing, trade secrets, processes, business or
20 affairs or confidential or proprietary information, which was disclosed by DENIRO.

21 45. Defendant CORGIAT knew or should have known when he copied and
22 misappropriated DENIRO'S website membership and profile lists, member databases
23 containing member profiles and other information, and the programming code that
24 operates DENIRO'S dating websites, and when he shared this information with
25 NEW EDGE that such was unauthorized use of DENIRO'S proprietary Trade Secret
26 information.

1 46. Plaintiff is informed and believes, and thereon alleges that Defendants
2 NICKNIG and NEW EDGE knew or should have known when they accepted,
3 copied, used and integrated any website membership and profile lists, member
4 databases, member profiles and other information, and any programming code that
5 operates dating websites from CORGIAT that such information was, or DENIRO'S
6 Trade Secret or was created through the unauthorized use of DENIRO'S proprietary
7 Trade Secret information.

8 47. Defendant NICKNIG and NEW EDGE'S acceptance, copying, use and
9 integration of any website membership and profile lists, member databases, member
10 profiles and other information, and any programming code that operates dating
11 websites which was received from CORGIAT with full knowledge of its unlawful
12 purpose and despite notice of its infringing nature, constitutes the willful
13 misappropriation of DENIRO'S Trade Secrets.

14 48. Defendant CORGIAT'S copying, misappropriation, acceptance, use and
15 integration of any website membership and profile lists, member databases, member
16 profiles and other information, and any programming code that operates dating
17 websites which was received from CORGIAT with full knowledge of its unlawful
18 purpose and despite notice of its infringing nature, constitutes the willful
19 misappropriation of DENIRO'S Trade Secrets.

20 49. As a result of Defendants' misappropriation of its trade secrets,
21 DENIRO has suffered and continues to suffer irreparable injury, for which there is no
22 adequate remedy at law.

23 50. Plaintiff is informed and believes, and thereon alleges that Defendants'
24 misappropriation of DENIRO'S trade secrets was carried out in a willful, wanton and
25 reckless manner in disregard of the rights of DENIRO.

26 51. Plaintiff is informed and believes, and thereon alleges that unless
27 enjoined by the Court, Defendants will continue their misappropriation of the
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1 DENIRO trade secrets by continuing to post and “link” to the proprietary information
2 on their websites, and continue to use DENIRO’S programming code that operates
3 dating websites. Unless enjoined Defendants will continue to gain unjust enrichment
4 through their use of DENIRO’S Trade Secrets and DENIRO will continue to suffer
5 irreparable harm.

6
7 **COUNT IV**

8 **UNFAIR COMPETITION,**

9 **CALIFORNIA BUS. & PROF. CODE § 17200 et seq.**

10 **[Against Defendants New Edge Inc. A California Corporation, Individually And D/B/A**
11 **Meonyou.Com; Stephen Corgiat; And Marissa L. Nicknig]**

12 **A. Undisclosed Use of Profiles That Contain Information, Text, And**
13 **Pictures That Do Not Pertain To Any Actual Person.**

14 52. Plaintiff incorporates and restates herein the allegations contained in
15 paragraphs 1- 51.

16 53. Plaintiff is informed and believes, and thereon alleges that
17 MEONYOU.COM’S dating website features numerous members and their profiles
18 that contain information, text, and pictures that do not pertain to any actual person.
19 Rather, MEONYOU.COM’S fictitious profiles work for the site in an effort to
20 stimulate conversation with users, in order to encourage further and broader
21 participation in all of the site's services, including the posting of additional
22 information and/or pictures to the users' profiles. This additional participation
23 generates additional income through more users’ memberships and online
24 advertising.

25 54. Plaintiff is informed and believes, and thereon alleges that an operator,
26 or a computer program representing itself as being one or more of the fictitious
27 profiles may contact both free users and paid users via computer-generated Instant
28

1 Messages or E-mails for purposes of encouraging further or broader participation in
2 MEONYOU's website services. These messages may be transmitted to multiple
3 recipients at the same or similar time(s).

4 55. Plaintiff is informed and believes, and thereon alleges that in the event
5 the user responds to a message from one of MEONYOU.COM'S fictitious profiles,
6 either via email or Instant Message, the user may receive one or more additional
7 personal or form responses from the fictitious profiles. Nowhere in the terms and
8 conditions of use, nor elsewhere apparent on MEONYOU.COM'S website is there
9 any disclaimer of the fact that these fictitious profiles are participating in the
10 operation, discussion, and profit generating aspects of the MEONYOU.COM dating
11 website.

12 56. Despite the objective of a dating website being to allow members to
13 have a physical meeting, this will never take place between any of
14 MEONYOU.COM'S users and their fictitious profiles.

15 57. Plaintiff is informed and believes, and thereon alleges that
16 MEONYOU.COM'S undisclosed use of fictitious profiles participating in the
17 operation, discussion, and profit generating aspects of the MEONYOU.COM dating
18 website is an unfair and/or fraudulent business practice. This practice allows
19 MEONYOU.COM to mislead dating site customers and provide them with bad
20 experiences that will make it less likely to use any other dating site, including
21 DENIRO'S dating websites. Further, it allows MEONYOU.COM to pose as a
22 membership dating site that does not use profiles that contain information, text, and
23 pictures that do not pertain to any actual person.

24 58. Plaintiff is informed and believes, and thereon alleges that there is a
25 class of dating websites that use profiles that contain information, text, and pictures
26 that do not pertain to any actual person, and which disclose this fact in their terms
27 and conditions of use. NEW EDGE'S failure to disclose the use of these profiles to
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1 customers and potential customers of MEONYOU.COM is unfair competition in
2 violation of California Bus. & Prof. Code § 17200 et seq. with regard to DENIRO
3 and other dating website operators who do so disclose.

4 59. As a result of the foregoing, DENIRO has been damaged in an amount
5 not less than One Hundred Thousand Dollars (\$100,000.00).

6 **B. Misappropriation of Trade Secrets.**

7 60. Defendant CORGIAT'S copying, misappropriation, use and integration
8 of any website membership and profile lists, member databases, member profiles and
9 other information, and any programming code that operates dating websites obtained
10 from DENIRO with full knowledge of its unlawful purpose and despite notice of its
11 infringing nature, constitutes the willful misappropriation of DENIRO'S Trade
12 Secrets.

13 61. Defendants NEW EDGE and NICKNIG acceptance, copying, use and
14 integration of any website membership and profile lists, member databases, member
15 profiles and other information, and any programming code that operates dating
16 websites which was received from CORGIAT with full knowledge of its unlawful
17 purpose and despite notice of its infringing nature, constitutes the willful
18 misappropriation of DENIRO'S Trade Secrets.

19 62. The Defendants' use copying, misappropriation, acceptance, use and
20 integration of any of DENIRO'S website membership and profile lists, member
21 databases, member profiles and other information, and any programming code that
22 operates dating websites received from CORGIAT, and used in competition with
23 DENIRO for customers and potential customers of dating websites is Unfair
24 Competition in violation of California Bus. & Prof. Code § 17200 et seq.

25 63. The Defendants' use copying, misappropriation, acceptance, use and
26 integration of any of DENIRO'S trade secrets in competition with DENIRO has
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1 resulted in damage to DENIRO in an amount not less than Five Hundred Thousand
2 Dollars (\$500,000.00).

3
4 **COUNT V**

5 **FALSE ADVERTISING**

6 **CALIFORNIA BUS. & PROF. CODE § 17500 et seq.**

7 **[Against Defendant New Edge Inc. A California Corporation, Individually And D/B/A**
8 **Meonyou.Com]**

9 64. Plaintiff incorporates and restates herein the allegations contained in
10 paragraphs 1-63.

11 65. MEONYOU.COM'S undisclosed use of fictitious profiles participating
12 in the operation, discussion, and profit generating aspects of the MEONYOU.COM
13 dating website is false advertising. There is a class of dating websites that use
14 profiles that contain information, text, and pictures that do not pertain to any actual
15 person, and which disclose this fact in their terms and conditions of use.
16 MEONYOU.COM'S failure to disclose the use of these profiles to customers and
17 potential customers is false advertising in violation of California Bus. & Prof. Code §
18 17500 et seq.

19 66. As a result of the foregoing, DENIRO has been damaged in an amount
20 not less than One Hundred Thousand Dollars (\$100,000.00).

21
22 **DEMAND FOR JUDGMENT AND REQUEST FOR RELIEF**

23 67. WHEREFORE Plaintiff demands:

24 **(1) *For Count I, Copyright Infringement:***

25 (a) That judgment be entered against Defendants NEW EDGE
26 individually and D/B/A/ MEONYOU.COM; STEPHEN CORGIAT; and
27 MARISSA L. NICKNIG in favor of Plaintiff for such damages as Plaintiff has
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1 sustained in consequence of Defendants' infringement of Plaintiff's copyrights
2 but in no case less than \$100,000.00.

3 (b) That an order be entered compelling Defendants NEW EDGE
4 individually and D/B/A/ MEONYOU.COM; STEPHEN CORGIAT; and
5 MARISSA L. NICKNIG to account for all gains, profits and advantages
6 derived by each Defendants by its infringement of Plaintiff's copyrights or
7 such damages as to the court shall appear proper within the provisions of the
8 copyright statutes.

9 (c) That an Order be entered pursuant to 17 U.S.C.A. § 504
10 awarding enhanced statutory damages for each infringement DENIRO'S
11 copyrighted works alleged herein.

12 (d) That an injunctive relief be granted preventing and restraining
13 infringement of Plaintiff's copyright by Ordering Defendants NEW EDGE
14 individually and D/B/A/ MEONYOU.COM; STEPHEN CORGIAT; and
15 MARISSA L. NICKNIG not to use, publish, distribute, or in any way
16 disseminate the copyrighted materials and trade secrets of Plaintiff.

17 (e) An Order pursuant to 17 U.S.C.A. § 503 for the impounding
18 of all materials used in the violation of Plaintiff, copyright owner's exclusive
19 rights.

20 **(2) For Count II, Breach of Contract:**

21 (a) That judgment be entered against Defendant STEPHEN
22 CORGIAT in favor of Plaintiff for such damages as Plaintiff has sustained in
23 consequence of Defendant CORGIAT'S breach of contract but in no case less
24 than \$500,000.00.

25 (b) An injunction, without bond, enjoining CORGIAT from
26 disclosing any further information, or from rendering any further services to
27 NEW EDGE.

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1 **(3) For Count III, Trade Secrets:**

2 (a) That judgment be entered against Defendants NEW EDGE
3 individually and D/B/A/ MEONYOU.COM; STEPHEN CORGIAT; and
4 MARISSA L. NICKNIG in favor of Plaintiff for such damages as Plaintiff has
5 sustained in consequence of their misappropriation, and use of Plaintiff's trade
6 secrets, in no case less than \$500,000.00.

7 (b) That judgment be entered for exemplary damages pursuant to
8 California Civil Code §3426.3.(c) (2); for damages for the actual loss caused
9 by the misappropriation, and for the unjust enrichment caused to Defendants
10 by misappropriation of trade secrets, pursuant to California Civil Code
11 §3426.3.(a)., as well as for reasonable attorney's fees and costs pursuant to
12 California Civil Code §3426.4.

13 (c) A temporary restraining order and preliminary and permanent
14 injunctions, enjoining and restraining Defendants, their officers, directors,
15 principals, agents, servants, employees, attorneys, successors and assigns, and
16 all those acting in concert, combination or participation with any of them
17 either directly or indirectly, singly or together, from making any further use or
18 otherwise disclosing or distributing, on their web sites or elsewhere, or
19 "linking" to other web sites which disclose, distribute, or "link" to any of
20 Plaintiff's proprietary property or trade secrets and specifically enjoining
21 Defendants, its officers, directors, principals, agents, servants, employees,
22 attorneys, successors and assigns, and all those acting in concert, combination
23 or participation with any of them either directly or indirectly, singly or
24 together, from copying, duplicating, licensing, selling, distributing, publishing,
25 leasing, renting or otherwise marketing Plaintiff's copyrighted material and
26 trade secrets and all other products containing, using, and/or substantially
27 derived from Plaintiff's proprietary property or trade secrets.

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1 **(4) For Count IV, Unfair Competition:**

2 (a) That judgment be entered against Defendants NEW EDGE
3 individually and D/B/A/ MEONYOU.COM; STEPHEN CORGIAT; and
4 MARISSA L. NICKNIG in favor of Plaintiff for such damages as Plaintiff has
5 sustained in consequence of Defendant's Unfair Competition, in no case less
6 than \$100,000.00.

7 (b) An Order to be entered enjoining Defendants from continued
8 use of DENIRO'S Trade Secrets pursuant to California Business and
9 Professions Code §17203.

10 (c) An Order to be entered enjoining Defendants from continuing
11 to operate MEONYOU.COM without disclosing the fact that the site uses
12 profiles that contain information, text, and pictures that do not pertain to any
13 actual person, and requiring MEONYOU.COM to disclose this fact, and the
14 detailed role that their fictitious profiles play in the operation of their website,
15 in their terms and conditions of use, pursuant to California Bus. & Prof. Code
16 §17535.

17 **(5) For Count V, False Advertising:**

18 (a) That judgment be entered against Defendant NEW EDGE
19 individually and D/B/A/ MEONYOU.COM in favor of Plaintiff for such
20 damages as Plaintiff has sustained in consequence of Defendant's False
21 Advertising, in no case less than \$100,000.00.

22 (b) An Order to be entered enjoining Defendants from continuing
23 to operate MEONYOU.COM without disclosing the fact that the site uses
24 profiles that contain information, text, and pictures that do not pertain to any
25 actual person, and requiring MEONYOU.COM to disclose this fact, and the
26 detailed role that their fictitious profiles play in the operation of their website,
27 in their terms and conditions of use, pursuant to California Bus. & Prof. Code
28 §17535.

1 **(6) Other Relief:**

2 (a) That Plaintiff have such other and further relief as is just
3 including costs, and expenses as Plaintiff has incurred in regard to this lawsuit.

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5 **DEMAND FOR JURY TRIAL**

6 68. Plaintiff, DENIRO MARKETING, LLC. demands a jury trial on all
7 issues so triable.

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10 DATED: April 3, 2008

MEATH & PERIERA
ATTORNEYS AND COUNSELORS
GREGORY T. MEATH

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15 By: _____
16 Gregory T. Meath
17 Attorneys for Plaintiff: DENIRO
18 MARKETING, LLC.
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VERIFICATION

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2 Plaintiff, being duly sworn, deposes and says:

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4 1. That I am President and CEO of DENIRO MARKETING, LLC. a
5 California Limited Liability Company, Plaintiff in the action herein.

6 2. I swear under penalties of perjury of the laws of the United States of
7 America that I have read the annexed Complaint and know of the contents thereof
8 and the same are true to my knowledge, except those matters therein which are stated
9 to be alleged on information and belief, and as to those matters I believe them to be
10 true.

11 DENIRO MARKETING, LLC.

12 
13 ALLAN HENNING
14 President/CEO

Date: MARCH 25TH, 2008

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