

1 GREGORY T. MEATH (State Bar No. 180495)  
MEATH & PEREIRA  
2 20 North Sutter Street, Suite 200  
Stockton, CA 95202-2911  
3 Ph. (209) 942-3300  
Fx. (209) 942-3302  
4 greggmeath@hotmail.com

5 Attorneys for Plaintiff:  
DENIRO MARKETING, LLC.  
6 A California Limited Liability Company

7 **UNITED STATES DISTRICT COURT**  
8 **EASTERN DISTRICT OF CALIFORNIA**  
9 **SACRAMENTO DIVISION**

10 DENIRO MARKETING, LLC  
A California Limited Liability  
11 Company

12 Plaintiff,

13 vs.

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

17 Defendants.

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

18  
19 Plaintiff, DENIRO MARKETING, LLC, a California Limited Liability  
20 Company, for its complaint against NEW EDGE MEDIA INC. a California  
21 corporation, individually and D/B/A MEONYOU.COM, STEPHEN CORGIAT;  
22 MARISSA L. NICKNIG; and DOES 1 through 25, Defendants, alleges as follows:

23 **JURISDICTION AND VENUE**

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

25  
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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3  
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  
28



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  
28

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  
27  
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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.

28



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.

28

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.

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**(6) Other Relief:**

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

**DEMAND FOR JURY TRIAL**

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

DATED: April 3, 2008

MEATH & PERIERA  
ATTORNEYS AND COUNSELORS  
GREGORY T. MEATH



By: \_\_\_\_\_  
Gregory T. Meath  
Attorneys for Plaintiff: DENIRO  
MARKETING, LLC.

**VERIFICATION**

1  
2 Plaintiff, being duly sworn, deposes and says:

3  
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 25<sup>TH</sup>, 2008

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