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7 Attorneys for Plaintiff  
AMPERSAND PUBLISHING, LLC

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION  
11

12 AMPERSAND PUBLISHING LLC,

13 Plaintiff,

14 vs.

15 THE SANTA BARBARA  
16 INDEPENDENT, INC. and DOES  
1-20, inclusive,

17 Defendants.  
18

CASE NO.

COMPLAINT FOR:

(1) COPYRIGHT INFRINGEMENT;  
(2) MISAPPROPRIATION OF TRADE  
SECRETS;  
(3) UNFAIR COMPETITION;  
(4) INTENTIONAL INTERFERENCE  
WITH PROSPECTIVE ADVANTAGE;  
(5) NEGLIGENT INTERFERENCE  
WITH PROSPECTIVE ADVANTAGE.

FOR DAMAGES, INJUNCTIVE  
RELIEF AND CONSTRUCTIVE  
TRUST

DEMAND FOR TRIAL BY JURY

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24 Plaintiff Ampersand Publishing LLC (“Ampersand” or “Plaintiff”)  
25 complains of Defendant The Santa Barbara Independent, Inc. (“Independent”) and  
26 Does 1-20 (collectively, “Defendant”), and each of them, as follows:  
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1 ultimately destroy the News-Press. The events recited herein – including blatant  
2 copyright infringement and improper disclosure of confidential business  
3 information – are simply part of that plan. But competition cannot be furthered nor  
4 personal revenge exacted by violation of the law. The purpose of this action is to  
5 prevent further unlawful attacks on the News-Press and to attempt to remedy those  
6 that have already occurred.

### 7 THE PARTIES

8 6. Plaintiff Ampersand Publishing LLC (“Ampersand”) is a  
9 Delaware limited liability company whose principal place of business is in Santa  
10 Barbara, California, within this District. Ampersand is in the business of  
11 publishing a newspaper, and distributing said newspaper to the public. Ampersand  
12 owns and operates the Santa Barbara News-Press (the “News-Press”).

13 7. Defendant The Santa Barbara Independent, Inc. (“Independent”)  
14 is a California corporation whose principal place of business is in Santa Barbara,  
15 California, where it publishes a weekly newspaper and news website entitled “The  
16 Santa Barbara Independent.”

17 8. Plaintiff does not know the true names and capacities of those  
18 Defendants sued herein as DOES 1 through 20, inclusive, and therefore sues these  
19 Defendants by such fictitious names. Plaintiff will amend this Complaint to allege  
20 their true names and capacities when such are ascertained. Plaintiff is informed and  
21 believes based thereon avers that each of the Defendants sued herein as DOES 1  
22 through 20, inclusive, is in some manner legally responsible for the wrongful acts  
23 set forth herein.

24 9. Plaintiff is informed and believes and based thereon avers that  
25 Defendants, and each of them, are and were at all times herein mentioned, the  
26 agents, servants, employees, joint venturers, or co-conspirators of each of the other  
27 Defendants, and at all times herein mentioned were acting within the course and  
28

1 scope of said agency, employment, or service in furtherance of the joint venture or  
2 conspiracy.

3 **FACTUAL BACKGROUND COMMON TO ALL CLAIMS**

4 **Confidentiality of the News-Press' Information**

5 10. Scott Hadley ("Hadley") was employed as a reporter for the  
6 News-Press until July 2006.

7 11. By law, all works of authorship in written form, including  
8 articles and drafts of articles by an employee acting within the scope of his  
9 employment, whether or not published in the News-Press at any time, are  
10 copyrighted upon being fixed in a tangible medium of expression as works made  
11 for hire as that term is defined in 17 U.S.C. §§ 101, 201. Accordingly, all works of  
12 authorship put into written form by Hadley during the time of and within the course  
13 and scope of his employment by Plaintiff are owned by Plaintiff in their entirety.  
14 Such works are subject to the protections of the Copyright Act upon being fixed in  
15 a tangible medium of expression, without more, as provided in 17 U.S.C. §102.

16 12. Moreover, it is the custom and practice of the industry,  
17 understood by those who work at newspapers and, Plaintiff is informed and  
18 believes and based thereon avers, understood at all relevant times by Hadley, that  
19 all assigned work projects, drafts and unpublished material prepared for the News-  
20 Press are the confidential property and work product of the News-Press and may  
21 not be disclosed to third persons, including in particular, competing publications.

22 13. In addition, Hadley and all other employees were at all times  
23 obligated by their duty of loyalty and confidence to maintain the confidentiality of  
24 Plaintiff's confidential business information, including the editorial processes,  
25 assignments, decisions to investigate and report or – or not to investigate and report  
26 on – certain topics, draft articles, edits, decisions whether to publish, etc.

27 14. Ampersand has a written policy applicable to all employees of  
28 the News-Press regarding confidentiality. It states:

1 “Confidentiality. Employees may have access to  
2 confidential information about the News-Press business,  
3 advertisers and news stories before their publication. It is  
4 essential that the confidentiality of these matters be  
5 maintained and protected at all times. This includes the  
6 unauthorized disclosure, release, sharing or leaking of any  
7 proprietary, personnel or other information involving the  
8 News-Press to any other news organization or media  
9 outlet. Such disclosures are strictly prohibited and will be  
10 subject to disciplinary action, up to and including  
11 immediate termination. Any confidential information  
12 acquired as the result of employment with the News-Press  
13 may not be used for personal advantage or profit, nor be  
14 divulged for the advantage or profit of anyone else. In  
15 addition, preprinted or advance sections of the newspaper  
16 may not be taken out of the building in any manner or in  
17 any form, including without limitation digital copies.”

18 (A true and correct copy of this policy is annexed hereto as Exhibit A).

19 15. Hadley was, at all relevant times, aware of this policy.

20 Preparation of the Copyrighted Work: The Draft Article

21 16. On or about July 6, 2006, Senior Management of the News-  
22 Press assigned to Scott Hadley, then a Senior Writer employed by the News-Press,  
23 an article to be published in the News-Press regarding a change in management at  
24 the News-Press, including the departures of certain editors and/or reporters.

25 17. In response to this assignment and within the scope of his duties  
26 as a News-Press employee, Hadley drafted an article in written form then entitled  
27 “Five top news editors at the Santa Barbara News-Press have resigned citing a  
28 series of confrontations with the publisher and owner.” This document, which is

1 subject to copyright protection and constitutes a work made for hire and thus is  
2 owned in its entirety by Plaintiff, is referred to herein as the “Draft Article.” A true  
3 and correct copy of the Draft Article is annexed hereto as Exhibit B.

4 18. Hadley turned in his assignment, the Draft Article, to his  
5 superiors at the News-Press, who chose not to publish it in the News-Press at that  
6 time. Between the time the Draft Article was written and when it published by the  
7 Independent, it was accessible only to the News-Press staff and management. At no  
8 time was the Draft Article ever accessible to or released for distribution to the  
9 public or to the Defendant.

10 19. Nevertheless, to protect its copyright rights in the Draft Article,  
11 on or about July 21, 2006, Plaintiff registered the Draft Article with the Register of  
12 Copyrights. The Certificate of Registration bears the number TXu1-297-705. A  
13 true and correct copy of the registration is attached hereto as Exhibit C.

14 20. Plaintiff has in all respects complied with the Copyright Act by,  
15 *inter alia*, making all required deposits and payments in support of applications for  
16 registration of copyright in and to Plaintiff’s copyrighted material and all other laws  
17 governing copyright, and Plaintiff has secured and now enjoys the exclusive rights  
18 and privileges in and to the copyrights infringed herein, in the United States.

19 The Independent’s Publication of the Draft Article

20 21. At no time did Plaintiff authorize Hadley or anyone else to  
21 disclose, publish or permit the publication of the Draft Article.

22 22. At no time did Plaintiff authorize the Independent to disclose,  
23 publish or permit the publication of the Draft Article.

24 23. Plaintiff is informed and believes and based thereon avers that  
25 Hadley or some other person provided the Draft Article to the Independent or  
26 assisted the Independent in obtaining the Draft Article for publication.

27 24. On or about July 14, 2006 Defendant reproduced the Draft  
28 Article and distributed the copyrighted material on its website

1 <http://www.independent.com> in the form it was originally produced at the News-  
2 Press. As of July 19, 2006, the direct link to the article was  
3 [http://www.independent.com/opinion/2006/07/the\\_poodle\\_barks\\_again.html](http://www.independent.com/opinion/2006/07/the_poodle_barks_again.html). The  
4 Draft Article was contained on Defendant's website within an article title "The  
5 Poodle Barks Again" by Nick Welsh. The Draft Article was inserted as a .pdf  
6 hyperlink within the article by Nick Welsh. The .pdf link reveals a scanned version  
7 of the draft article. (A true and correct copy of the web page on which the Draft  
8 Article was posted is attached hereto as Exhibit D.) This version, in its entirety, is  
9 identified as an internal draft owned by Plaintiff.

10           25. On or about July 20, 2006, Plaintiff's counsel wrote a letter to  
11 the Independent, putting it on notice that Plaintiff was aware of the copyright  
12 infringement. Defendant removed the article, and posted a new article which  
13 contained the following admissions:

- 14           a. That Hadley was employed by Plaintiff at the time he  
15 wrote the Draft Article;
- 16           b. That the Draft Article is owned by Plaintiff;
- 17           c. That the Independent posted the Draft Article in order to  
18 disclose internal business procedures and processes from within the News-Press;  
19 and
- 20           d. That the Independent had consulted with two lawyers,  
21 who advised it that by posting the Draft Article they were on shaky legal ground.  
22 A true and correct copy of this publication is annexed hereto as Exhibit E.

### 23 The Arbitration Story

24           26. In August 2006, the News-Press directed its reporter, Vlad  
25 Kogan, to write a story about an arbitration proceeding that Plaintiff had initiated  
26 against its former editor, Jerry Roberts (the "Arbitration Story"). Plaintiff chose not  
27 to run the Arbitration Story at that time. Between the time the Arbitration Story  
28 was written and when it was removed from the News-Press' computers, it was

1 accessible only to the News-Press staff and management. At no time was the  
2 Arbitration Story ever accessible to or released for distribution to the public or to  
3 the Defendant.

4 27. On August 29, 2006, Nick Welsh of the Independent contacted  
5 Vlad Kogan and asked him to comment on whether Ampersand had written an  
6 article about Ampersand's arbitration demand with respect to Jerry Roberts. Vlad  
7 Kogan advised Nick Welsh that he should speak to Plaintiff's managing editor,  
8 Scott Steepleton, about that question. Nick Welsh then stated that he had a copy of  
9 the Arbitration Story in his possession.

10 28. Plaintiff is informed and believes and based thereon avers that,  
11 some time prior to Nick Welsh's telephone conversation with Vlad Kogan, the  
12 Independent, its agents, or those acting in concert with it converted,  
13 misappropriated or caused to be transmitted to the Independent a copy of the  
14 unpublished Arbitration Story.

15 **FIRST CLAIM FOR RELIEF**  
16 **COPYRIGHT INFRINGEMENT**

17 (17 U.S.C. § 501)

18 (Against All Defendants)

19 29. Plaintiff reavers and incorporates by reference herein each of the  
20 averments in Paragraphs 1 through 28 above.

21 30. Plaintiff owns the copyright in the Draft Article.

22 31. Plaintiff has registered the Draft Article with the Copyright  
23 Office.

24 32. The Independent knowingly published the Draft Article in the  
25 Independent in violation of and in infringement of Plaintiff's copyright in the Draft  
26 Article.

27 33. The Draft Article was published in its entirety in the  
28 Independent as set forth above and, therefore, there is no question as to the

1 Independent's access to the Draft Article or the copying of Plaintiff's protectible  
2 expression which was taken in its entirety; the Independent's publication is  
3 identical to the Draft Article.

4 34. Plaintiff is informed and believes and based thereon avers that  
5 the Independent published the Draft Article with actual or constructive knowledge  
6 that such publication infringed Plaintiff's copyright in the Draft Article.

7 35. There is no substantial or commercially significant  
8 noninfringing use of the Draft Article by the Independent.

9 36. Plaintiff is informed and believes and based thereon avers that  
10 the Independent knowingly and willfully copied the Draft Article for publication in  
11 and by the Independent.

12 37. As a direct and proximate result of the Independent's infringing  
13 use of the copyrighted material in violation of Plaintiff's exclusive rights under 17  
14 U.S.C. §106, Plaintiff has suffered, and will continue to suffer, severe injuries and  
15 damage, and is entitled to those damages permitted by federal copyright law,  
16 including but not limited to, compensatory damages and the profits derived by the  
17 Independent as a result of its infringing acts, in an amount to be determined  
18 according to proof at trial.

19 38. Further, irreparable harm to Plaintiff is imminent as a result of  
20 Defendant's conduct, and Plaintiff is without an adequate remedy at law. Plaintiff  
21 is entitled to a preliminary and a permanent injunction restraining Defendant, its  
22 officers, directors, agents, employees, representatives and all persons acting in  
23 concert with it from engaging in further such acts of copyright infringement.

24 39. Furthermore, in acting as alleged above, Defendant acted  
25 oppressively, fraudulently, maliciously and willfully and with a conscious disregard  
26 of the rights of Plaintiff, and, therefore, Plaintiff is entitled to additional damages,  
27 by way of example and to punish Defendant, for willful copyright infringement in  
28

1 the amount of One Hundred Thousand Dollars (\$100,000.00) for each act of  
2 infringement or otherwise according to proof.

3 **SECOND CLAIM FOR RELIEF**

4 **MISAPPROPRIATION OF TRADE SECRETS**

5 (California Civil Code §3426 *et. seq.*)

6 (Against All Defendants)

7 40. Plaintiff reavers and incorporates by reference herein each of the  
8 averments in Paragraphs 1 through 39 above.

9 41. Plaintiff has invested substantial time, money, know-how and  
10 effort into development of its internal business processes and procedures which  
11 result in, among other things, drafts of articles that are considered for publication  
12 and the decisions to assign a particular subject for investigation and reporting, how  
13 to cover such subjects, and the decision to edit, publish or not to publish particular  
14 articles or cover particular topics (“Plaintiff’s Confidential Information”).

15 42. Plaintiff’s Confidential Information, including its draft articles,  
16 the information contained therein, and its internal business procedures and  
17 processes constitute trade secrets.

18 43. Plaintiff has taken reasonable measures to protect the secrecy of  
19 said confidential information and trade secrets from disclosure to competitors, by,  
20 among other things:

21 a. placing into effect a written internal policy designating  
22 information as confidential information accessed by employees while working for  
23 Plaintiff;

24 b. requiring employees to acknowledge that internal  
25 business procedures and information is confidential;

26 c. obtaining employment agreements with key employees  
27 that said employees will not divulge or misappropriate or share confidential or trade  
28 secret information.

1           44. The possession and retention of confidential information and  
2 trade secrets provides Plaintiff with a significant advantage in the marketplace.

3           45. Plaintiff is informed and believes and based thereon avers that,  
4 with respect to the Draft Article and the Confidential Information related thereto,  
5 the Independent misappropriated the Confidential Information by acquiring it  
6 knowing or having reason to know that it was acquired by improper means, by  
7 disclosing or using it without Plaintiff's consent having used improper means to  
8 acquire it or having known at the time of disclosure or use or having reason to  
9 know at that time that their knowledge and possession of the Confidential  
10 Information was derived from Hadley or such other person who used improper  
11 means to acquire it and/or was derived from Hadley or such other person who owed  
12 a duty to Plaintiff to maintain its secrecy or limit its use.

13           46. Plaintiff is informed and believes and based thereon avers that,  
14 with respect to the Arbitration Story and the Confidential Information related  
15 thereto, the Independent misappropriated the Confidential Information by acquiring  
16 it knowing or having reason to know that it was acquired by improper means, by  
17 disclosing or using it without Plaintiff's consent having used improper means to  
18 acquire it or having known at the time of disclosure or use or having reason to  
19 know at that time that their knowledge and possession of the Confidential  
20 Information was derived from such person who used improper means to acquire it  
21 and/or was derived from such person who owed a duty to Plaintiff to maintain its  
22 secrecy or limit its use.

23           47. Disclosure of Plaintiff's Confidential Information and trade  
24 secrets to its business competitors has caused and will continue to cause harm to  
25 Plaintiff's competitive advantage in the marketplace.

26           48. The actions engaged in by the Defendant as described in this  
27 Complaint constitute misappropriation of Plaintiff's trade secrets and other  
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1 confidential information in contravention of Section 3426.1 *et seq.* of California's  
2 Civil Code.

3 49. By reason of the foregoing, Plaintiff has been damaged in an  
4 amount to be determined at trial, but believed to be in excess of \$75,000, including  
5 the actual loss suffered by Plaintiff, the unjust enrichment caused by the  
6 misappropriation and, where neither damages nor unjust enrichment are provable,  
7 by an order of payment by Defendant to Plaintiff of a reasonable royalty. Plaintiff  
8 seeks a constructive trust to be imposed upon all such profits and receipts obtained  
9 by Defendant by virtue of its wrongful conduct.

10 50. The actions engaged in by Defendant were done willfully and  
11 maliciously, thereby entitling Plaintiff to punitive damages in an amount to be  
12 determined by the trier of fact.

13 51. Inasmuch as the conduct described in this Complaint constitutes  
14 actual and/or threatened misappropriation of trade secrets and other confidential  
15 information, the Court has the jurisdiction to make such orders and judgments as  
16 may be necessary to prevent such actual or threatened conduct including, but not  
17 limited to, the power to enjoin the further practice of misappropriation including,  
18 but not necessarily restricted to, those described herein.

19 52. Specifically, Plaintiff asks that the Defendant and all those  
20 acting for, with or in concert with it be restrained and enjoined, preliminarily and  
21 permanently from:

22 A. Using, or allowing any other person, firm or entity to use any  
23 confidential information, in derogation of Plaintiff's rights under the agreements set  
24 forth as Exhibit A to this Complaint.

25 B. Obtaining, possessing, publishing, disclosing or using in any  
26 way any and all Confidential Information belonging to Plaintiff;

27 C. Retaining, divulging, making known, or making any use of  
28 Plaintiff's Confidential Information and trade secrets, including, without limitation,

1 draft articles, the Draft Article and/or the Arbitration Story.

2 D. Refusing to turn over and continuing to refuse to run over any  
3 document or other written material containing or pertaining to any confidential  
4 information or any trade secret of Plaintiff.

5 E. Maintaining or retaining any item developed or obtained in  
6 connection with Hadley's employment with the News-Press, including but not  
7 limited to the copyrighted newspaper article, and other concepts developed by  
8 Hadley or any other employee of the News-Press while employed at the News-  
9 Press.

10 **THIRD CLAIM FOR RELIEF**

11 **UNFAIR BUSINESS COMPETITION**

12 (California Business and Professions Code §§ 17200, *et seq.*)

13 (Against All Defendants)

14 53. Plaintiff reavers and incorporates by reference herein each of the  
15 averments in Paragraphs 1 through 52 above.

16 54. Plaintiff is informed and believes and based thereon alleges that  
17 the acts and practices engaged in by Defendant, as described in this Complaint,  
18 constitute various forms of unfair competition in contravention of Section 17200 *et*  
19 *seq.* of California's Business and Professions Code. Plaintiff is informed and  
20 believes and based thereon alleges that these acts and practices violate Business and  
21 Professions Code section 17200 *et seq.* in the following respects:

22 a. Defendant's copyright infringement violates 17 U.S.C.  
23 §101 *et seq.* and, therefore, constitutes an unlawful business practice within the  
24 meaning of Business and Professions Code Section 17200.

25 b. Defendant's misappropriation of trade secrets violates  
26 Section 3426 *et seq.* of California's Civil Code and, therefore, constitutes an  
27 unlawful business practice within the meaning of Business and Professions Code  
28 Section 17200.

1 c. The harm to Plaintiff and to members of the general  
2 public outweighs any utility of Defendant's improper acts or practices and,  
3 consequently, Defendant's improper acts or practices constitute unfair business acts  
4 or practices within the meaning of Business and Professions Code Section 17200.

5 d. Based on Defendant's improper possession of two  
6 unpublished articles that are the property of Plaintiff, Plaintiff is informed and  
7 believes that Defendant, or its agents and/or those working for, with or in concert  
8 with Defendant, could have only obtained the unpublished, internal and confidential  
9 draft articles through the trespass, conversion, unlawful access into the News-Press'  
10 computer system or some other unlawful means.

11 e. In addition, Defendant's improper acts or practices violate  
12 the policy or spirit of consumer/antitrust laws or otherwise threaten to harm  
13 competition.

14 55. Inasmuch as the practices described in this Complaint constitute  
15 unfair competition, the Court has jurisdiction to make such orders and judgments as  
16 may be necessary to prevent the use and employment of such unfairly competitive  
17 practices, including, but not limited to the power to enjoin the further practices of  
18 unfairly competitive practices including, but not necessarily restricted to those  
19 described herein.

20 **FOURTH CLAIM FOR RELIEF**

21 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE**  
22 **ECONOMIC ADVANTAGE AND CONTRACT**

23 (Against All Defendants)

24 56. Plaintiff reavers and incorporates by reference herein each of the  
25 averments in Paragraphs 1 through 55 above.

26 57. Plaintiff has economic relationships with various third parties  
27 which relationships hold the probability of future economic benefit to Plaintiff.  
28



1           64. Plaintiff reavers and incorporates by reference herein each of the  
2 averments in Paragraphs 1 through 63 above.

3           65. Plaintiff and numerous third parties were in an economic  
4 relationship that probably would have resulted in a future economic benefit to the  
5 Plaintiff.

6           66. Plaintiff is informed and believes and based thereon avers that  
7 the Defendant knew or should have known of these relationships.

8           67. Plaintiff is informed and believes and based thereon avers that  
9 the Defendant knew or should have known that these relationships would be  
10 disrupted if they failed to act with reasonable care.

11           68. Defendant failed to act with reasonable care:

12           69. Defendant owed a duty of care to the Plaintiff, based on the  
13 existence of their special relationship, based *inter alia* on Defendant's intent that its  
14 activities affect and harm the Plaintiff, the foreseeability of that harm, the injury  
15 suffered by the Plaintiff, the direct causation of that injury by Defendant, the  
16 impropriety of Defendant's conduct and lack of any justification or excuse  
17 therefore.

18           70. Defendant breached its duty of care in engaging in the conduct  
19 set forth herein.

20           71. Defendant's conduct, specifically the improper disclosure of the  
21 Draft Article, the improper publication of the Draft Article, and the improper  
22 obtaining of and possession of the Arbitration Story, was wrongful and outside the  
23 scope of any privilege of fair competition.

24           72. In fact, relationships between the Plaintiff and third parties were  
25 disrupted.

26           73. By reason of the foregoing conduct, Plaintiff has been damaged  
27 in an amount to be determined at trial.

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1           74. In addition, as set forth above, in order to prevent further  
2 damage from Defendant's unlawful acts Plaintiff seeks injunctive relief.

3           WHEREFORE, Plaintiff prays for judgment against Defendant as  
4 follows:

5           AS TO THE FIRST CAUSE OF ACTION FOR COPYRIGHT  
6 INFRINGEMENT:

7           1. For preliminary and permanent injunction enjoining and restraining  
8 Defendant and all persons acting in concert with it from reproducing, adapting,  
9 displaying, promoting, offering for sale and/or selling, advertising about or  
10 distributing the Draft Article or any materials that are substantially similar to the  
11 copyrighted work, and to deliver to the Court for destruction or other reasonable  
12 disposition all such materials and means for producing same in Defendant's  
13 possession or control.

14           2. For all damages permitted by federal copyright law, including  
15 without limitation, actual damage and Defendant's profits in an amount in excess of  
16 \$75,000 to be determined at trial, plus interest.

17           AS TO THE SECOND CAUSE OF ACTION FOR  
18 MISAPPROPRIATION OF TRADE SECRETS:

19           1. For damages in an amount to be determined at trial, including the  
20 actual loss suffered by Plaintiff, the unjust enrichment caused by the  
21 misappropriation and, where neither damages nor unjust enrichment are provable,  
22 for an order of payment by Defendant to Plaintiff of a reasonable royalty.

23           2. That a constructive trust be established as to all amounts by which  
24 Defendant has been unjustly enriched.

25           3. For an award of punitive damages.

26           4. For a preliminary and permanent injunction restraining Defendant,  
27 and all person acting for, with or in concern with it, from further acts of  
28 misappropriation of Plaintiff's trade secrets.

1           5.     Specifically, Plaintiff asks that the Defendant and all those  
2 acting for, with or in concert with it be restrained and enjoined, preliminarily and  
3 permanently from:

4           A.     Using, or allowing any other person, firm or entity to use any  
5 confidential information, in derogation of Plaintiff's rights under the agreements set  
6 forth as Exhibit A to this Complaint.

7           B.     Obtaining, possessing, publishing, disclosing or using in any  
8 way any and all confidential information or trade secrets belonging to Plaintiff;

9           C.     Retaining, divulging, making known, or making any use of  
10 Plaintiff's confidential information and trade secrets, including, without limitation,  
11 the Confidential Information.

12          D.     Refusing to turn over and continuing to refuse to run over any  
13 document or other written material containing or pertaining to any confidential  
14 information or any trade secret of Plaintiff.

15          E.     Maintaining or retaining any item developed or obtained in  
16 connection with Hadley's employment with the News-Press, including but not  
17 limited to the copyrighted newspaper article, and other concepts developed by  
18 Hadley or any other employee of the News-Press while employed at the News-  
19 Press.

20                   AS TO THE THIRD CAUSE OF ACTION FOR UNFAIR  
21 COMPETITION:

22           1. For a preliminary and permanent injunction against the acts of  
23 unfair competition set forth herein.

24                   AS TO THE FOURTH CAUSE OF ACTION FOR INTENTIONAL  
25 INTERFERENCE WITH PROSPECTIVE ADVANTAGE:

- 26           1. For an award of damages in an amount to be determined at trial.  
27           2. For a preliminary and permanent injunction.  
28           3. For an award of punitive damages..

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AS TO THE FIFTH CAUSE OF ACTION FOR NEGLIGENT INTERFERENCE WITH PROSPECTIVE ADVANTAGE:

- 1. For an award of damages in an amount to be determined at trial.
- 2. For a preliminary and permanent injunction.

AS TO ALL CAUSES OF ACTION

- 1. For costs of suit;
- 2. For general relief;
- 3. For reasonable attorneys' fees.

Dated: October \_\_, 2006

Respectfully submitted,  
ALSCHULER GROSSMAN STEIN & KAHAN  
LLP

By: \_\_\_\_\_  
Stanton L. Stein  
Attorneys for Plaintiff.

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**DEMAND FOR JURY TRIAL**

Plaintiff Ampersand Publishing LLC hereby demands trial by jury in this action on all issues so triable.

Dated: October \_\_, 2006

Respectfully submitted,  
ALSCHULER GROSSMAN STEIN & KAHAN  
LLP

By: \_\_\_\_\_  
Stanton L. Stein  
Attorneys for Plaintiff.

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