

3. Defendant, Steven Dworkin (“Dworkin”), is a Canadian citizen who resides at 1081 Barwell Ave., Ottawa, Ontario, ON K2B 8H4, Canada.

4. Defendant, Kristen Henry (“Henry”), is a citizen of the United States and the State of Colorado, who resides at 704 E Huntington Dr., Highlands Ranch, CO 80126.

5. Defendant, Roxanne Hayes (“Hayes”), is a citizen of the United States and the State of Michigan, who resides at 52988 Burlington Rd, Marcellus, MI 49067.

6. Defendant, Karen Mills (“Mills”), is a citizen of the United States and the State of Ohio, who resides at 81 Linwood Avenue, Columbus, OH 43205-1525.

7. Defendant Wild Systems Pty. Ltd. (“Wild”) is a corporation organized under the laws of Australia, which has Australian citizenship, and which is located at 27 Wycombe St, Epping, NSW 2121, Australia.

SUBJECT MATTER JURISDICTION

8. This is an action for damages in excess of the jurisdictional limits for diversity set forth in 28 USC § 1332.

9. This action also requests a declaratory judgment on a Federal question, and, as such, jurisdiction is proper in the U.S. District Court.

10. This action alleges Federal antitrust violations, and this court has jurisdiction under 15 USC § 4.

11. This Court may properly exercise supplemental jurisdiction over the state court claims since Tamburo and Versity raise federal questions.

PERSONAL JURISDICTION ALLEGATIONS

DWORKIN

12. Dworkin, knowing that Plaintiffs were citizens of the United States and Illinois, intentionally committed acts he knew to be tortious against the Plaintiffs, including libel *per se* and *per quod*, unfair competition, and tortious interference with Plaintiffs' existing contracts with other United States and Illinois citizens, and prospective economic advantage in dealing with other United States and Illinois citizens. 735 ILCS 5/2-209(a)(2).

13. Dworkin, knowing that Plaintiffs were citizens of the United States and Illinois, intentionally recruited others, including United States Citizens, to "band together" with him to cause damage to the Plaintiff.

14. Dworkin is engaged in the business of breeding and registering dogs in the United States of America, with the American Kennel Club ("AKC"), a New York corporation.

15. The dogs bred by defendant Dworkin are shown in competitive shows in the United States of America, for the purpose of making those dogs more valuable to United States citizens.

16. Dworkin has, in the course of his business, sold numerous dogs to citizens of the United States of America.

17. Dworkin hosted his Internet web site, www.keesdog.com, an interactive web site, in the United States of America from its inception until after the commencement of the instant case.

18. Dworkin does business from the email address steve@thedworkins.com, which at all times from its inception to the date of this complaint has been hosted and operated solely from within the United States of America.

19. Dworkin conspired with the other defendants herein, as hereafter alleged, to commit tortious and unlawful acts to damage the Plaintiffs, enabling this court to exercise conspiracy jurisdiction against him.

WILD

20. Wild regularly conducts business within Illinois by marketing computer programs, and selling the programs, directly to Illinois citizens.

21. Wild owns and operates the web site, www.breedmate.com (the "Wild Site"), as a fully interactive Internet web site, transacting direct business with numerous United States and Illinois citizens and realizing profits from sales made through the Wild Site.

22. Wild realizes the vast majority of all of its sales and profits from the Wild Site.

23. Wild transacts the vast majority of its business directly with, and realizes the vast majority of its profits from, citizens of the United States of America.

24. The Wild Site has been hosted in the United States, and the technical responsibility for its Internet domain name has at all times relevant to this case, until after the commencement of this case, been with CI Host, located in Texas.

25. Wild has an internet mailing list named breedmate@yahogroups.com (the "Breedmate Group"), which is maintained at the Internet Service Provider, Yahoo!, Inc. Wild posted to its internet mailing list messages others requested it to post, designed to organize people to do unlawful and tortious damage to the Plaintiffs.

26. Wild conspired with the other defendants herein to commit tortious and unlawful acts to damage the Plaintiffs, enabling this court to exercise conspiracy jurisdiction against it.

HENRY

27. Henry, knowing that Plaintiffs were citizens of the United States and Illinois, intentionally committed acts she knew to be tortious against the Plaintiffs, including libel *per se* and *per quod*, unfair competition, and tortious interference with Plaintiffs' existing contracts with other United States and Illinois citizens, and prospective economic advantage in dealing with other United States and Illinois citizens. 735 ILCS 5/2-209(a)(2).

28. Henry intentionally recruited third parties to contact and harass the Plaintiffs in Illinois.

29. Henry is engaged in the business of breeding and registering dogs in the United States of America with the AKC.

30. The dogs bred by defendant Henry are shown in competitive shows in the United States of America, for the purpose of making those dogs more valuable to United States citizens.

31. In the course of her business, Henry has shown her dogs in multiple dog shows in Illinois.

32. Henry, in the course of her business, has sold numerous dogs to citizens of the United States of America. Upon information and belief, Henry has sold some of her dogs to Illinois citizens.

33. Henry conspired with the other defendants herein to commit tortious and unlawful acts to damage the Plaintiffs, enabling this court to exercise conspiracy jurisdiction against her.

MILLS

34. Mills, knowing that Plaintiffs were citizens of the United States and Illinois, intentionally committed acts she knew to be tortious against the Plaintiffs, including libel *per se* and *per quod*, unfair competition, and tortious interference with Plaintiffs' existing contracts

with other United States and Illinois citizens, and prospective economic advantage in dealing with other United States and Illinois citizens. 735 ILCS 5/2-209(a)(2).

35. Mills is engaged in the business of breeding and registering dogs in the United States of America with AKC.

36. Upon information and belief, Mills has shown her dogs in multiple dog shows in Illinois as part of her business.

37. Mills, in the course of her business, has sold numerous dogs to citizens of the United States of America. Upon information and belief, Mills has sold some of her dogs to Illinois citizens.

38. Mills conspired with the other defendants herein to commit tortious and unlawful acts to damage the Plaintiffs, enabling this court to exercise conspiracy jurisdiction against her.

HAYES

39. Hayes, knowing that Plaintiffs were citizens of the United States and Illinois, intentionally committed acts she knew to be tortious against the Plaintiffs, including libel *per se* and *per quod*, unfair competition, and tortious interference with Plaintiffs' existing contracts with other United States and Illinois citizens, and prospective economic advantage in dealing with other United States and Illinois citizens. 735 ILCS 5/2-209(a)(2).

40. Hayes, knowing that Plaintiffs were citizens of the United States and Illinois, intentionally recruited third parties to contact and harass the Plaintiffs in Illinois.

41. Hayes actively used the Breedmate Group to recruit others to "band together and cause [Tamburo] a lot of grief."

42. Hayes breeds dogs and registers substantially all of them in the United States of America, with AKC.

43. Upon information and belief, in the course of her business, Hayes has shown her dogs in multiple dog shows in Illinois.

44. Hayes is engaged in the business of selling dogs and has sold numerous dogs to citizens of the United States of America. Upon information and belief, Hayes has sold dogs to Illinois citizens.

45. Hayes conspired with the other defendants herein to commit tortious and unlawful acts to damage the Plaintiffs, enabling this court to exercise conspiracy jurisdiction against her.

ALL DEFENDANTS

46. All of the defendants actively conspired to violate the laws of the United States of America and Illinois, as they planned and acted in concert to damage the Plaintiffs and drive them out of business.

47. The actions of Defendants, separately and independently, were committed tortiously, and with the intent to cause damage to Plaintiffs as residents of Illinois and that damages claimed were suffered by Plaintiffs in Illinois.

48. On May 5, 2004, Defendants, acting in concert, set up a restricted, secret mailing list with the Internet Service Provider, Yahoo!, Inc., entitled apdug@yahoogle.com (the "APDUG list"). The purpose of this mailing list is to allow the defendants to gather and work with each other, and with other third parties, in order to do maximum damage to the Plaintiffs.

49. Dworkin, Hayes, Mills and Henry have used the APDUG list to encourage and instruct others in ways to damage the Plaintiffs.

VENUE

50. Venue lies in this district under 28 USC §1391(a)(2) and (a)(3).

51. Venue also lies in this district under 28 USC §1391(b)(2) and (b)(3).

52. Venue lies in this district against Wild and Dworkin under 28 USC §1391(d).

FACTUAL ALLEGATIONS

53. Versity was dissolved on May 10, 2004. It transferred its assets and liabilities to Tamburo prior to its dissolution.

54. By virtue of 805 ILCS 5/12-80, Versity continues to be able to pursue its civil claims against Defendants.

55. Prior to said transfer, Versity operated “The Breeder's Standard .NET” as a web-based dog breeding and pedigree software program.

56. After said transfer, Tamburo continued to operate “The Breeder's Standard .NET” as a web-based dog breeding and pedigree software program.

57. Tamburo owns and operates a business that makes software products for the use of dog breeders, cat breeders, horse breeders and pet groomers, and has done so continuously since December 8, 1991.

58. Wild is a direct competitor of the Plaintiffs, selling software programs that directly compete with the Plaintiffs’ products.

59. On January 9, 2004, Versity launched The Breeder's Standard™ .NET (“.NET”), a web based dog breeding and pedigree software program.

60. This program offers, *inter alia*, a pedigree database that Plaintiffs' customers can use for research and genetic calculations.

61. Dworkin, Henry, Mills and Hayes each operate breeding kennels, and compete directly with each other to sell dogs to persons desiring high-quality dogs as pets, or to show in competition.

62. Dworkin, Henry, Mills and Hayes each, as part of and as a promotional tool for their respective dog-breeding businesses, operate web sites that directly compete with .NET, to search for and view pedigrees of certain breeds of dogs.

63. Tamburo developed a computer program that retrieved individual dog pedigree web pages, from dog pedigree web sites, one by one, stripped out the HTML code, and saved a copy of the bare facts appearing on each web page to a text file, which was in turn imported into NET for the use of his customers. (Hereinafter, this program is called the “data robot”).

64. Tamburo deployed the data robot to make copies of all of the bare facts offered freely to the public on all of the individual defendants' web sites.

65. The term “bare facts” used in this complaint means a given animal's name, date of birth, gender, parents' names (if known), showing titles (if known), color (if known), medical certifications (if known) and registration number (if known), and without limitation any facts that may be found on a dog’s pedigree sheet, which is a listing of facts about a dog and a certain number of generations of its ancestors.

66. At the time that the data robot visited, none of the defendants’ pedigree search web sites had any HTML Robot Exclusion Headers (“Robot Headers”), a commonly used method to tell automatic browsing programs to go away.

67. At the time that the data robot visited Hayes’ web site, www.cavaliersonline.com, it contained a HTML Robot Header that said “ROBOTS=ALL”, which was an *explicit invitation* for all robots to copy her entire site.

68. At the time that the data robot visited, none of the defendants' pedigree search web sites had a "robots.txt" file (a "Robots Exclusion File") in their root directory, an older but still valid method of excluding automatic browsing programs from part or all of a web site.

69. At the time that the data robot visited, none of the defendants' pedigree search web sites had any means to notify any visitor that these defendants did not want the public domain facts contained therein copied ("restrictive terms"), and in fact, offered the information freely to all comers, with no restrictions apparent from the home or pedigree search pages of these web sites.

70. By failing or refusing to include Robot Headers, a Robots Exclusion File or restrictive terms on any of their web sites, Dworkin, Hayes, Mills and Henry, invited all visitors, including the data robot, to copy all facts in their databases.

71. It is the common practice and industry standard of the Internet that a web site that has neither restrictive terms, nor Robot Headers, nor a Robots Exclusion File, invites all robots to copy all data on that site. All of the defendants knew this standard at the time that they made the statements referenced in this complaint.

72. As of August 7, 2006, Tamburo's .NET program has 2,775,892 dogs in its database. About 250,000 of these were obtained from the free public databases of defendants and others who publish databases for other breeds.

73. Plaintiffs have never acted in a fashion contrary to the commonly-accepted practices regarding the copying of public domain information from any Internet web site. Defendants knew this prior to the time that they made the statements set forth in this complaint.

74. Tamburo owns and sells another pedigree software product named "CompuPed™."

75. Tamburo owns and offers breed libraries for the exclusive use of his customers at no additional charge.

76. Three of these breed libraries are Poodle, Keeshond and Cavalier King Charles Spaniels.

77. These breed libraries contain a “no copy” flag in the data, which prevents CompuPed from exporting these records to other programs.

78. Wild has created a computer program that reads all CompuPed data records in a CompuPed file, disregards the “no copy” flag, and imports these records into his “Breedmate” product (“Breedmate”), which directly competes with CompuPed.

79. Other defendants, including Mills and Henry, advertise Breedmate on their websites and in electronic mail postings.

80. Dworkin has copied substantially all of the CompuPed Keeshond breed library into his online database, while, at the same time, accusing Tamburo of the “blatent [sic] theft” of these data items.

81. Mills has copied substantially all of the CompuPed Poodle breed library into her online database. Mills has stated on the front of her web site that people ought to “boycott” John's product because the poodle data in .NET was “stolen” from her.

82. On April 26, 2004, Dworkin sent an electronic mail to Kathi Charpie, Tamburo's support manager. In the email, Dworkin threatened Tamburo as follows: “If you [sic] blatant [sic] theft of data is not removed [sic] from your site within 5 days, I will publish to each and every dog based list the sleazy methods of your companies operation.”

83. An exchange of electronic email messages followed, wherein Tamburo refused to remove the data on the grounds that it is in the public domain, and Dworkin denied that this court could ever exercise jurisdiction over him, and that American law does not apply to him.

84. Dworkin later sent Tamburo an email, in which Dworkin states that if Tamburo were to remove the facts about Keeshonden from NET, Dworkin would be silent and tell nobody else. He would “vanish into the background. [sic]”

85. On April 29, 2004, Tamburo posted a statement on NET for public reading, informing all customers and potential customers of this product of all of his sources for the dog facts in .NET.

86. On or about April 29, 2004, Hayes submitted to Wild a posting about the Data Robot, for publication to the Breedmate Group. Wild's chairman and owner, Ronald DeJong (“DeJong”), posted that submission and many others to the Breedmate Group.

87. DeJong made comments on the Breedmate Group regarding these submissions, but did not ask that the discussion be stopped or relocated elsewhere. At the time of this and subsequent acts, DeJong was acting as an agent of Wild.

88. In fact, DeJong has exclusive control over who may be a member of the Breedmate Group, and has intentionally configured it so that he must personally post each and every message anyone requests to be placed upon that list.

89. DeJong personally posted all of the tortious messages that appeared on the Breedmate Group, circulating them to over 480 persons who were, at that time, its members.

90. DeJong posted to the Breedmate Group, stating that he “would be taking measures to prevent” Tamburo from obtaining any pedigree data from his

www.worldpedigrees.com web site, even though, as of the date that the original complaint was filed, that site stated on its face that it exists to “freely” share data.

91. On or about May 4, 2004, Dworkin sent out a message to all persons who had a free online database of dog pedigrees on the Internet which included, *inter alia*, the following statements:

- "John Tamburo of MBFS (their product list includes The Breeder's Standard), in order to gather data quickly for a new commercial enterprise, has, by use of a mining robot, harvested well over 35,000 names from my website Keeshonded database. (<http://www.keesdog.com>). [sic]"
- "To have many years of dedicated work 'stolen,' 'mined,' 'harvested' by an individual/company for commercial use, feels like personal vilolation. [sic]"
- "There must be some way that we all can 'band together' to stop this 'theft' and commercial use of our data."

92. On May 5, 2004, Hayes posted a message on her web site accusing Plaintiffs of “purposefully and willfully” stealing the data on that site. At the time that she posted this statement, Hayes was aware that she had placed headers into her web site that explicitly invited all robots to copy its contents.

93. Although Hayes has stated on the front of her web site that Tamburo “purposefully and intentionally stole” her data items, Hayes has copied substantially all of the CompuPed Cavalier King Charles Spaniel breed library into her online database.

94. Hayes is a member of several email lists where dog enthusiasts gather.

95. Hayes actively encouraged “cross posting” to other lists in order to spread the false accusations contained therein to as large an audience as possible.

96. In Hayes’ email, she encourages people to send email denying Plaintiff Tamburo permission to list dogs they own in his breed database.

97. On May 4 or May 5, 2004, Henry posted a message on the face of her web site, stating that the Plaintiffs “has stolen the pedigree databases of many breeds including [sic] this one using a data mining robot.” She also stated that she “spent the last 4.5 years keying this data in. MBFS stole it in a day.” She also implored people to contact Plaintiff directly to harass him in protest.

98. Henry is a member of several email lists where dog enthusiasts gather.

99. Henry sent all of these lists the email entitled “My Schipperke Database has been Stolen and The Breeder's Standard is the Thief.”

100. Henry made numerous public Internet postings accusing Plaintiffs of criminal acts, including “theft,” “selling stolen goods” and “hacking.” She made comments accusing Plaintiffs of “sell[ing] their software with this stolen perk[.]”

101. At the time she had made the postings described in this complaint, Henry had already consulted with her attorney and had been told by that same attorney that the Plaintiffs had not acted illegally. Henry repeated the legal advice she had received to the APDUG group, yet the defendants persisted in their unlawful and tortious acts, and in recruiting others to damage the Plaintiffs, committing, in Henry’s own words, “libel for sport.”

102. On May 4 or May 5, 2004, Mills posted a message on the front page of her web site, demanding that dog fanciers “boycott” the plaintiffs, and noting that Plaintiff “maintains that this ‘stolen’ data is not copyright protected and free for the taking.” Although she knew that she had granted permission to the data robot, Mills wrote that Plaintiffs “‘harvested’ the information contained in the Poodle Pedigree database without permission and is SELLING the information on its web site.” [Emphasis in original].

103. Plaintiffs have never offered any of the dog facts gathered by the data robot for sale. Mills knew this fact when she made the above statements.

104. On May 4, 2004, after Tamburo refused to accede to Dworkin's threats, Dworkin sent out an email message which sought to recruit others to "band together" in a campaign to stop the "theft" and "commercial use of our data."

105. Henry and others she recruited reposted Dworkin's May 4, 2004 message verbatim to many Internet mailing lists aimed at dog breeders, plus other high-profile web sites, such as www.freerepublic.com.

106. Since then, defendants' false accusations have spread worldwide. Upon information and belief, defendants' false accusations have been read by over 100,000 dog breeders and fanciers.

107. Upon information and belief, the above emails have been spread to over 150 pet related Internet mailing lists.

108. From May 1 to May 4, 2004, Plaintiffs sold over \$3,300 of product. After the defendant's attacks, in the next three days, Plaintiffs' sales declined to a mere \$230.

109. Versity estimates that it lost \$5,000 in sales in May of 2004, from the time of the initial attacks by the defendants until its dissolution.

110. Tamburo estimates that he has lost in excess of \$525,000 in sales from May 10, 2004, to date, as the proximate result of the defendants' unlawful and tortious acts. These acts continue to this day.

111. After defendants commenced their smear campaign against Plaintiffs, Dworkin again emailed Tamburo on May 10, 2004. In that email, Dworkin boasts of the damage that defendants had inflicted to date: "As well, I'm sure that with the many e-mails and cancellations

that you have received, you and your company have not been pleased with the adverse public reaction.” In the email, Dworkin states that he and “many others on the various breed group lists” would, if all of the copied data was to be removed from .NET, make a statement that ‘your MBFS program is a fair and valid commercial venture.’”

112. On the Breedmate Group, Wild posted messages from many people, including Dworkin, Henry, Mills and Hayes. These messages discussed, *inter alia*, how Tamburo could be made to go “bankrupt.”

113. DeJong has done nothing to stop the use of the Breedmate Group as a place to plan ways to harm Versity and Tamburo; rather he facilitated the plans of those who planned the smear campaign against Tamburo by personally posting all of the messages where people planned to damage the Plaintiffs to the Breedmate Group.

114. Upon information and belief, Henry has been in close communication with Wild, and has sent DeJong copies of many of her emails falsely alleging that her data was “stolen.”

115. Henry advertises Wild's Breedmate product in her email labeled “Stolen Pedigree Databases.”

116. Dworkin is also listed as a recipient on emails sent by Defendant Henry to email lists where Schipperke breeders gather. Dworkin does not breed Schipperkes. Dworkin is a member of the Breedmate Group.

**COUNT I
DECLARATORY JUDGMENT**

117. Plaintiff incorporates by reference the allegations in paragraph 1 through 116 as if fully set forth in paragraph 117 of this Complaint.

118. Plaintiffs seek a declaratory judgment that the extraction of “facts” from various web sites as to dog breeding information is not an act which violates any Federal or State law and that any claims by Defendants as to “copyright” to such information are void as a matter of law.

119. Plaintiffs seek additional declaratory relief that any “terms of use” on any animal pedigree web site that purport to bar the non-automated copying of animal pedigree data into commercial software “directly or indirectly” or any other language that states or implies that hand copying of such data is prohibited, are unlawful, unenforceable, and render all terms of service on said web site void and unenforceable.

COUNT II
PLAINTIFF VERSITY CORPORATION
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP

120. Plaintiff incorporates by reference the allegations in paragraph 1 through 119 as if fully set forth in paragraph 120 of this Complaint.

121. Defendants knew their statements to be false or made them with reckless disregard of whether the statements were true or false.

122. Plaintiffs had existing agreements with customers to use their software and/or services.

123. Defendants were aware that Plaintiffs had customers to use the software and/or services.

124. Defendants' actions intentionally and unjustifiably induced customers to cancel purchases of software and/or services.

125. The cancellation by customers resulted from wrongful actions of Defendants.

126. The actions of Defendants constitute the wrongful act of tortious interference with contractual relationship between Versity and its customers.

127. As a proximate result and consequence of the wrongful acts of Defendants, Versity has been damaged.

128. Versity prays for the relief set forth at the conclusion of this Amended Complaint.

**COUNT III
PLAINTIFF JOHN TAMBURO
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATLONSHIP**

129. Plaintiff incorporates by reference the allegations in paragraph 1 through 128 as if fully set forth in paragraph 129 of this Complaint.

130. Defendants knew their statements to be false or made them with reckless disregard of whether the statements were true or false.

131. Plaintiffs had existing agreements with customers to use their software and/or services.

132. Defendants were aware that Plaintiffs had customers to use the software and/or services.

133. Defendants' actions intentionally and unjustifiably induced customers to cancel purchases of software and/or services.

134. That the cancellation by customers resulted from wrongful actions of Defendants.

135. The actions of Defendants constitute the wrongful act of tortious interference with the contractual relationship between Tamburo and his customers.

136. As a proximate result and consequence of the wrongful acts of Defendants, Tamburo has been damaged.

137. Tamburo prays for the relief set forth at the conclusion of this Amended Complaint.

**COUNT IV
PLAINTIFF VERSITY CORPORATION
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

138. Plaintiff incorporates by reference the allegations in paragraph 1 through 137 as if fully set forth in paragraph 138 of this Complaint.

139. Defendants knew their statements to be false or made them with reckless disregard of whether the statements were true or false.

140. Plaintiffs, as creators of software designed for the breeders and competitive exhibitors of pure bred dogs, cats and horses, had a legitimate expectancy to do business with those breeders and exhibitors.

141. Defendants were aware of Plaintiffs' expectancy to do business with the breeders and competitive exhibitors mentioned in the preceding paragraph.

142. Defendants' actions intentionally and unjustifiably induced potential customers not to purchase Plaintiffs' software and/or services.

143. The actions of Defendants constitute the wrongful act of tortious interference with prospective economic advantage between Versity and its potential business customers.

144. As a proximate result and consequence of the wrongful acts of Defendants, Versity has been damaged.

145. Versity prays for the relief set forth at the conclusion of this Amended Complaint.

COUNT V
PLAINTIFF JOHN TAMBURO
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

146. Plaintiff incorporates by reference the allegations in paragraph 1 through 145 as if fully set forth in paragraph 146 of this Complaint.

147. Defendants knew their statements to be false or made them with reckless disregard of whether the statements were true or false.

148. Plaintiffs, as creators of software designed for the breeders and competitive exhibitors of pure bred dogs, cats and horses, had a legitimate expectancy to do business with those breeders and exhibitors.

149. Defendants were aware of Plaintiffs' expectancy to do business with the breeders and competitive exhibitors mentioned in the preceding paragraph.

150. Defendants' actions intentionally and unjustifiably induced potential customers not to purchase Plaintiffs' software and/or services.

151. The actions of Defendants constitute the wrongful act of tortious interference with prospective economic advantage between Tamburo and his potential business customers.

152. As a proximate result and consequence of the wrongful acts of Defendants, Tamburo has been damaged.

153. Tamburo prays for the relief set forth at the conclusion of this Amended Complaint.

COUNT VI
PLAINTIFF VERSITY CORPORATION
TRADE LIBEL

154. Plaintiff incorporates by reference the allegations in paragraph 1 through 153 as if fully set forth in paragraph 154 of this Complaint.

155. Defendants knew their statements to be false or made them with reckless disregard of whether the statements were true or false.

156. The actions of Defendants constitute the wrongful act of trade libel.

157. As a proximate result and consequence of the wrongful acts of Defendants, Versity has been damaged.

158. Versity prays for the relief set forth at the conclusion of this Amended Complaint.

**COUNT VII
PLAINTIFF JOHN TAMBURO
TRADE LIBEL**

159. Plaintiff incorporates by reference the allegations in paragraph 1 through 158 as if fully set forth in paragraph 159 of this Complaint.

160. Defendants knew their statements to be false or made them with reckless disregard of whether the statements were true or false.

161. The actions of Defendants constitute the wrongful act of trade libel.

162. As a proximate result and consequence of the wrongful acts of Defendants, Tamburo has been damaged.

163. Tamburo prays for the relief set forth at the conclusion of this Amended Complaint.

**COUNT VIII
PLAINTIFF JOHN TAMBURO
DEFAMATION PER SE**

164. Plaintiff incorporates by reference the allegations in paragraph 1 through 163 as if fully set forth in paragraph 164 of this Complaint.

165. Defendants knew their statements to be false or made them with reckless disregard of whether the statements were true or false.

166. The actions of Defendants were done with actual malice.

167. The actions of Defendants constitute the wrongful act of defamation per se.

168. As a proximate result and consequence of the wrongful acts of Defendants, Tamburo has been damaged.

169. Tamburo prays for the relief set forth at the conclusion of this Amended Complaint.

COUNT IX
PLAINTIFF JOHN TAMBURO
DEFAMATION PER QUOD

170. Plaintiff incorporates by reference the allegations in paragraph 1 through 169 as if fully set forth in paragraph 170 of this Complaint.

171. Defendants knew their statements to be false or made them with reckless disregard of whether the statements were true or false.

172. The actions of Defendants were done with actual malice.

173. The actions of Defendants constitute the wrongful act of defamation per quod.

174. As a proximate result and consequence of the wrongful acts of Defendants, Tamburo has been damaged.

175. Tamburo prays for the relief set forth at the conclusion of this Amended Complaint.

COUNT X
PLAINTIFFS VERSITY CORPORATION AND JOHN TAMBURO
STATE LAW - CIVIL CONSPIRACY

176. Plaintiff incorporates by reference the allegations in paragraph 1 through 175 as if fully set forth in paragraph 176 of this Complaint.

177. The actions of Defendants were knowingly and voluntarily done in participation with each other in a common scheme to commit an unlawful or wrongful act or a lawful act in an unlawful manner.

178. The actions of Defendants constitute the wrongful act of civil conspiracy to injure Versity and Tamburo.

179. As a proximate result and consequence of the wrongful acts of Defendants, Versity and Tamburo have been damaged.

180. Versity and Tamburo pray for the relief set forth at the conclusion of this Amended Complaint.

COUNT XI
PLAINTIFFS VERSITY CORPORATION AND JOHN TAMBURO
FEDERAL ANTITRUST

181. Plaintiff incorporates by reference the allegations in paragraph 1 through 180 as if fully set forth in paragraph 181 of this Complaint.

182. The actions of Defendants involved the possession of monopoly power in the relevant market of dog breeding data.

183. The actions of Defendants involved the willful acquisition or maintenance of monopoly power by means of anticompetitive and/or predatory conduct.

184. The actions of Defendants demonstrated an intent to monopolize this business.

185. The actions of Defendants resulted in the dangerous probability of Defendants achieving monopoly power.

186. The actions of Defendants violate and have violated provisions of Federal Antitrust statutes including 15 U.S.C. 1, *et seq.*

187. As a proximate result and consequence of the wrongful acts of Defendants, Versity and Tamburo has been damaged.

188. Versity and Tamburo pray for the relief set forth at the conclusion of this Amended Complaint.

COUNT XII
PLAINTIFFS VERSITY CORPORATION AND JOHN TAMBURO
STATE COURT ANTITRUST - 740 ILCS 10

189. Plaintiff incorporates by reference the allegations in paragraph 1 through 188 as if fully set forth in paragraph 189 of this Complaint.

190. The actions of Defendants involved the possession of monopoly power in the relevant market of dog breeding data.

191. The actions of Defendants involved the willful acquisition or maintenance of monopoly power by means of anticompetitive and/or predatory conduct.

191. The actions of Defendants demonstrated an intent to monopolize this business.

192. The actions of Defendants resulted in the dangerous probability of Defendants achieving monopoly power.

193. That the actions of Defendants violate and have violated provisions of Illinois state statutes applicable to antitrust including 740 ILCS 10, *et seq.*

194. As a proximate result and consequence of the wrongful acts of Defendants, Versity and Tamburo has been damaged.

195. Versity and Tamburo pray for the relief set forth at the conclusion of this Amended Complaint.

PRAYER FOR RELIEF

Based upon the foregoing allegations, Plaintiffs pray that this Honorable Court enter judgment in their favor and against Defendants and enter an Order:

- a) declaring the Plaintiffs' copying did not violate any United States or State law regarding copyright, privacy, trespass or any other thing;
- b) declaring that web site "terms of use" that prohibit non-automated copying of animal pedigree data into commercial pedigree software are unlawful and unenforceable;
- c) awarding compensatory damages in an amount in excess of one hundred thousand dollars and No/100 (\$100,000.00), to compensate each Plaintiff for injuries sustained;
- d) awarding Plaintiffs exemplary damages in an amount to be determined by the jury;
- e) awarding Plaintiffs their reasonable attorney fees and costs of the prosecution of this lawsuit; and
- f) awarding such other and further relief as this Court deems just and appropriate.

PLAINTIFFS DEMAND TRIAL BY JURY ON ALL COUNTS SO TRIABLE.

Dated: August 18, 2006

**JOHN F. TAMBURO D/B/A MAN'S
BEST FRIEND SOFTWARE and
VERSITY CORPORATION**

By: s/Ian Brenson
One of Their Attorneys

Ian Brenson, Esq.
Attorney at Law
716 W. Burlington Avenue
LaGrange, Illinois 60525
(708) 352-9848
ianlegal@sbcglobal.net