

1 Jeffrey J. Neuman (Admitted *pro hac vice*)

2 [Jeff@jjsolutions.com](mailto:Jeff@jjsolutions.com)

3 JLN Solutions, LLC

4 9445 Brenner Ct.

5 Vienna, VA 22180

6 Telephone: (202) 549-5079

7 Isaac S. Crum #026510

8 [icrum@messner.com](mailto:icrum@messner.com)

9 MESSNER REEVES LLP

10 7250 N. 16<sup>th</sup> St. Ste 410

11 Phoenix, Arizona 85020

12 Telephone: (602) 457-5059

13 Facsimile: (303) 623-0552

14 *Attorneys for Plaintiffs*

15 **IN THE UNITED STATES DISTRICT COURT**

16 **FOR THE DISTRICT OF ARIZONA**

17 Crisby Studio AB, a Swedish limited  
18 liability company, Niklas Thorin, a  
19 Swedish resident, and Prime Loyalty, a  
20 New York limited liability company

21 Plaintiffs,

22 v.

23 GoDaddy, Inc., a Delaware corporation,  
24 GoDaddy.com, LLC, a Delaware  
25 corporation, and 123-Reg Limited, a  
26 UK company,

27 Defendants.

Case No. 2:24-cv-02165-SMB

FIRST AMENDED COMPLAINT

(Conversion, Trespass to Chattel; Breach of Auction Membership Contract; Breach of Registration Agreement; Breach of the Covenant of Good Faith and Fair Dealing as to GoDaddy Defendants; Tortious Interference with Prospective Economic Advantage as to All Defendants; Tortious Interference with Contract; Gross Negligence, Negligence, Negligent Misrepresentation, Estoppel, Request for Injunctive Relief)

(Jury Trial Demanded)

28 Plaintiffs Crisby Studio AB, Niklas Thorin (“Crisby”), and Prime Loyalty, LLC (“Prime”)(collectively the “Plaintiffs”) by and through their attorneys, for its Complaint against defendants GoDaddy, Inc., GoDaddy LLC, and 123-Reg Limited (“Defendants”) alleges as follows:

1  
2 **INTRODUCTION**

3 1. This action arises from Defendants’ breach of its various domain name  
4 registration and auction agreements by (a) co-mingling its roles as an ICANN-Accredited  
5 Registrar and its separate role as a provider of domain name auction services, (b)  
6 improperly using its role as ICANN-Accredited registrar to unilaterally misappropriate  
7 two valuable .com domain name, calor.com and butane.com (“Domain Names”), from  
8 Plaintiffs’ GoDaddy registrar accounts more than two months after Plaintiffs purchased  
9 the Domain Names from GoDaddy’s auction services and registered, paid for, and began  
10 using the Domain Names through GoDaddy’s separate role as an ICANN-Accredited  
11 Registrar.

12 2. By this action Plaintiffs seek the immediate return of the Domain Names  
13 to their respective accounts and compensation for damages actually incurred as a direct  
14 result of GoDaddy’s wrongful actions.

15 **PARTIES**

16 3. Plaintiff Crisby Studio AB is a limited liability company formed under the  
17 Country of Sweden, with a principal place of business located in Stockholm, Sweden  
18 (Reg. No. 556880-8892).

19 4. Plaintiff Niklas Thorin is a Swedish citizen that currently resides in Vastra  
20 Gotaland, Sweden.

21 5. Plaintiff Prime Loyalty, LLC is a limited liability with its principal place  
22 of business in Orangeburg, New York.

23 6. Defendant GoDaddy, Inc., is a Delaware company with its principal place  
24 of business in Tempe, Arizona. Upon information and belief, GoDaddy Inc., has two  
25 distinct and separate roles relevant to this dispute. First, it operates an ICANN-  
26 Accredited domain name registrar under an agreement with the Internet Corporation  
27 Names for Assigned Names and Numbers (“ICANN”). In this capacity, Defendant either  
28 itself, or through its subsidiaries, registers and renews domain names on behalf of its

1 customers. This includes the management of the domain name records associated with  
2 the domain names that they register. Separate and apart from its role as a ICANN-  
3 Accredited registrar, Defendant GoDaddy also offers domain name aftermarket services  
4 to enable the purchase and sale of previously registered domain names through an online  
5 auction, an offer/counteroffer transaction, or a “buy now” transaction (collectively  
6 “Aftermarket Services.”).

7 7. Defendant GoDaddy, LLC is a wholly owned subsidiary of GoDaddy, Inc.  
8 It is registered in Delaware with its principal place of business in Tempe, Arizona. Upon  
9 information and belief, GoDaddy LLC, is the operating entity that manages and operates  
10 the ICANN regulated domain name registration services, and Defendants’ separate  
11 Aftermarket Services.

12 8. Defendant 123-Reg Limited is a domain name registrar and is upon  
13 information and belief, wholly owned by either Defendant GoDaddy, Inc. or Defendant  
14 GoDaddy, LLC, and according to its website, <http://123-reg.co.uk>, has its registered  
15 office in Middlesex, England.

### 16 **JURISDICTION AND VENUE**

17 9. This Court has diversity jurisdiction over this case pursuant to 28 U.S.C. §  
18 1332. Defendants GoDaddy, Inc. and GoDaddy.com LLC (collectively, “GoDaddy”) are  
19 registered in Delaware with their principal place of business in Arizona. Defendant 123-  
20 Reg Limited is wholly owned by GoDaddy and has a registered office in England.  
21 Plaintiffs are an “Aktiebolag”, which is roughly equivalent to a Swedish limited liability  
22 company, registered in Stockholm, Sweden, a person in residing in Vastra Gotaland,  
23 Sweden and a New York limited liability company. Further, the amount in controversy  
24 exceeds \$75,000.

25 10. Venue is proper in the District of Arizona pursuant to 28 U.S.C. §§  
26 1391(b)(1) and (b)(2), because it is the judicial district in which the defendants have their  
27

1 principal place of business and/or in which the events or omission giving rise to the claim  
2 occurred.

### 3 BACKGROUND

4  
5 11. Defendants' Registrar Services Defendant GoDaddy, LLC is a domain  
6 name registrar accredited by the Internet Corporation for Assigned Names and Numbers  
7 ("ICANN") to provide domain name registration services. More specifically, ICANN  
8 defines a "registrar" as an organization through which individuals and entities  
9 (registrants) register domain name<sup>1</sup> "During the registration process, a registrar verifies  
10 that the requested domain name meets registry requirements, and submits the name to the  
11 appropriate registry operator. Registrars are also responsible for collecting required  
12 information from registrants and making the information available through WHOIS.  
13 After registration, registrants can make updates to their domain name settings through  
14 their registrars."<sup>2</sup>

15 12. An ICANN-Accredited Registrar is one that has entered into a Registrar  
16 Accreditation Agreement ("RAA") with ICANN.<sup>3</sup> In order to serve as a registrar for  
17 any gTLD (including .com), registrars must be ICANN Accredited. The RAA sets for  
18 the terms and conditions by which registrars may register, renew and/or delete domain  
19 names. In addition, it also sets forth the minimum standards for the performance of  
20 registration functions, which not only includes registration services, but also the  
21 maintenance and modification of domain name records associated with domain names  
22 (eg., adding Name Server records to point to websites, or MX records to point to e-mail  
23 accounts, etc.).

24 13. ICANN-Accredited registrars may, and often do, provide other value-  
25 added services which are not generally regulated by ICANN through the, including  
26

---

27 <sup>1</sup> See definition of "registrar" at <https://www.icann.org/en/icann-acronyms-and-terms?nav-letter=r&page=1>.

28 <sup>2</sup> *Id.*

<sup>3</sup> *Id.*

1 website hosting, e-mail services, and domain name after market services. However, the  
2 offering of these services is not in their registrar capacity, but rather in their separate  
3 capacities as a website hosting, e-mail, and aftermarket service providers.

4 14. An illustration of this distinction is that ICANN does have certain  
5 requirements with respect to the expiration of domain names. It requires that (a) registrars  
6 list in a public WHOIS database the expiration date of a domain name registration, (b)  
7 registrars must delete a domain name within 45 days of either the registrar or the  
8 registrant terminating a registration record<sup>4</sup>, (c) registrars must provide notice to  
9 registrants about their deletion and auto-renew policies, and (d) the circumstances by  
10 which a domain name can be redeemed by the registrant after expiration of the domain  
11 name. However, ICANN does not regulate how aftermarket services are offered, so long  
12 as they are consistent with the ICANN-Agreement. In other words, those that are offering  
13 aftermarket services, like Defendants', are not doing so in their role as an ICANN-  
14 accredited registrar, but rather as a separate and distinct aftermarket service provider.

15 A. Defendants' Expiring Domains Auction Service

16 15. Upon information and belief, the previous owner of the Domain Name,  
17 Calor Gas Ltd, located in the United Kingdom. It was registered using the domain name  
18 registrar, 123-Reg Limited (123 Reg).

19 16. 123 Reg was acquired by GoDaddy in 2017 as part of GoDaddy's purchase  
20 of 123 Reg's parent company, Host Entertainment Group.

21 17. 123 Reg describes the process it follows when a domain name expires at  
22 [https://www.123-reg.co.uk/support/domains/what-is-the-domain-recovery-period-and-](https://www.123-reg.co.uk/support/domains/what-is-the-domain-recovery-period-and-how-can-i-restore-my-domain-names/)  
23 [how-can-i-restore-my-domain-names/](https://www.123-reg.co.uk/support/domains/what-is-the-domain-recovery-period-and-how-can-i-restore-my-domain-names/), set forth as Ex. A.

24  
25  
26  
27  
28 

---

<sup>4</sup> See Expired Domain Deletion Policy, currently at  
<https://www.icann.org/resources/pages/registars/accreditation/eddp-en>.

1 18. More specifically, 123 Reg will try to auto-renew at the standard renewal  
2 price for up to fifteen (15) days after a domain name expires provided that the domain  
3 name registrar has been paid by the domain name registrant. *Id.*

4 19. If the domain name has not been renewed during that time period, the  
5 “domain will be auctioned” by 123 Reg’s auction service provider *Id.* Although an  
6 auction will begin on the domain name, the existing registrant will be allowed to recover  
7 the domain name at the standard renewal price.

8 20. If the domain name has not been renewed within thirty (30) days after the  
9 expiration of the domain name, the “Domain is not recoverable” by the registrant. “This  
10 timeframe is reserved for auction bids and backorders.”

11 21. If there are no bids on the domain name in the auction, or if there are no  
12 “backorders” on the domain name, the domain name will enter a “Redemption Grace  
13 Period” and can be recovered by the original registrant, an additional redemption fee will  
14 apply.

15 22. As 123 Reg is owned by Defendant, expired domain names that are  
16 auctioned use the GoDaddy aftermarket auction system, a marketplace designed for the  
17 buying and selling of previously owned or expired domain names.

18 23. As an expired domain aftermarket service provider, Defendant’s auction  
19 platform is housed at <http://auctions.godaddy.com>. According to Defendant’s website,  
20 expired auctions last for ten (10) days.<sup>5</sup> “Once a bid is placed, the registrant can no longer  
21 renew the domain in their account.” *Id.*

22 B. The Domain Names

23 24. Upon information and belief, the Domain Names Calor.com and  
24 Butane.com had expiration dates of February 25, 2024, and was allowed to expire.

25 25. Upon information and belief, the Domain Names were not renewed by the  
26 then-current registrant within fifteen (15) days after the expiration date. In accordance  
27

28 <sup>5</sup> See <https://www.godaddy.com/help/listing-types-for-godaddy-auctions-1525>, which is also attached as Ex. B.

1 with Defendant 123 Reg’s policy, the Domain Names were placed into the Defendant  
2 GoDaddy’s auction platform on or about March 10, 2024.

3 26. On or about March 26, 2024, and March 27, 2024, thirty (30) days after the  
4 Domain Names expired, the Domain Name registrants for Calor.com and Butane.com  
5 respectively were changed to “Afternic, LLC”, the registrant’s name Defendant GoDaddy  
6 uses to indicate that the domain names were no longer recoverable by the registrant, as  
7 described in ¶ 23 above. Ex. C shows the WHOIS records for Calor.com from March 31,  
8 2024. Ex 1 shows the WHOIS record for Butane.com from March 27, 2024.

9 C. Calor.com

10 27. Plaintiff Niklas Thorin (GoDaddy Customer number 41750938) placed a  
11 bid on the Domain Name for \$11,405.00 (“Calor.com Auction Bid Price”) on or about  
12 March 31, 2024.

13 28. On or about April 4, 2024, Plaintiff Thorin was notified that “the winning  
14 bidder of **Item Number 548251391, calor.com**, did not complete this transaction.”  
15 (emphasis in original). See Ex. D. As the second highest bidder for the Domain Name,  
16 Plaintiff Thorin was declared the new winner of the calor.com Domain Name provided  
17 that it completed the purchase of the domain name through the auction service platform  
18 and renewed the domain name through Defendants’ registrar system within 24 hours of  
19 being notified. *Id.*

20 29. On April 5, 2024, Plaintiff Thorin made the required payment \$11,427.17  
21 (which included the Auction Bid Price payable to Defendants’ auction service provider,  
22 plus the price of the Domain Name renewal payable to Defendants’ registrar service  
23 provider (\$22.17). Confirmation of Plaintiff’s payment was e-mailed to Plaintiff  
24 immediately after completing the order from Defendant. See Ex. E. The confirmation  
25 states: “Thank you for your order, Niklas. Here is your confirmation for order number  
26 2987847541. Review your receipt and get started using *your* products.” *Id.* (emphasis  
27 added). The receipt identifies the Domain Name purchased as calor.com.  
28

1           30.     At some point between April 5, 2024, and April 10, 2024, consistent with  
2 Plaintiff Thorin’s ownership of the Calor.com Domain Name. Plaintiff Thorin changed  
3 the DNS records of the Calor.com Domain Name through Defendants’ registrar service  
4 platform to point to the IP address 162.19.152.159, which upon information and belief is  
5 operated by CloudDNS. Operating out of Bulgaria. This change allowed the Calor.com  
6 Domain Name to resolve to the website content set forth in Ex. F. The Website contains  
7 an Orange/Pink background with the word “CALOR” in a stylized font, followed by the  
8 Spanish words “Encuentra el Calor del Amor” (which loosely translates to “Find the Heat  
9 of Love” in English. It then, in Spanish, invites users to send an email to [beta@calor.com](mailto:beta@calor.com)  
10 to access the service earlier. Plaintiffs subsequently modified the website to state that the  
11 owner of the domain name is Plaintiff’s Swedish Company. See Exhibit G. The Domain  
12 Name continues to resolve to this Calor.com Website owned by Plaintiff as of the date of  
13 the filing of this Complaint.

14           31.     On or about that same time frame (between April 5, 2024, and April 10,  
15 2024), Plaintiff Thorin activated e-mail on the Domain Name by adding the “MX  
16 Records” of its e-mail provider, Migadu, a Swiss company. Those MX records continue  
17 to be present in the DNS Records for the Domain Name as of the date of the filing of this  
18 Complaint. See Ex. H.

19           32.     On May 27, 2024, Plaintiffs Thorin and Crisby executed a Joint Venture  
20 Agreement (“Crisby JV Agreement”) with QLSC Consulting S.R.L., a Romanian  
21 company with its principal office located at Str. Dristorului, m Sector 3, Municipiul  
22 Cucuresti (“QLSC”) for the purpose of developing and launching a dating app targeting  
23 the global Spanish-speaking market, to be named after Plaintiff’s .com domain name,  
24 CALOR. In Spanish, the term “Calor” translated to “Heat” or “Hot” in English.

25           33.     As part of the Crisby JV Agreement, Plaintiffs had to agree to a standard  
26 warranty, namely that it “currently owns the domain name ‘Calor.com’”. Plaintiffs also  
27 had to agree to the transfer of ownership of the domain name to the Joint Venture upon  
28



1 the achievement of certain milestones set forth in the JV Agreement. Until such transfer,  
2 Plaintiffs contractually committed to “maintain ownership and control of the domain  
3 name.”

4 D. Butane.com

5 34. On March 27, 2024, a sales representative from Defendant GoDaddy  
6 contacted Plaintiff Prime to inform them that the domain 'Butane.com' was available as  
7 part of the 'expired auction' listings and suggested it as a name they might be interested  
8 in. See Ex. 2.

9 35. Prior to submitting any bids for the domain Butane.com, Plaintiff Prime  
10 secured investment funding from Mike Giordano, a long-time associate of Prime, with  
11 over twenty years of experience in the butane industry. Giordano had been engaged in the  
12 storage, distribution, and sale of butane-related products and services under a private  
13 white-label brand. Plaintiff Prime and Giordano mutually agreed that, should they  
14 successfully acquire the Butane.com domain name using funds contributed by both  
15 parties, they would establish a joint white-label butane business under the Butane.com  
16 brand, which Giordano would primarily oversee and manage.

17 36. Prior to the close of the auction on March 31, 2024, Plaintiff Prime  
18 submitted a bid for the domain name Butane.com in the amount of \$19,755.00 (the  
19 "Butane.com Auction Bid Price"). On March 31, 2024, Plaintiff Prime was notified that  
20 its bid for item 548251390, the domain Butane.com, had been successful at the  
21 Butane.com Auction Bid Price. See Ex. 3.

22 37. Within minutes of receiving the notification of the winning bid, Plaintiff  
23 Prime made the required payment of \$19,765.43, which included the Butane.com Auction  
24 Bid Price payable to Defendants’ auction service provider, as well as a \$10.43 domain  
25 name renewal fee payable to Defendants’ registrar service provider. A confirmation of  
26 Plaintiff Prime’s payment was promptly emailed upon completion of the transaction. See  
27 Ex. 4.

1           38. On April 7, 2024, in connection with Plaintiff Prime’s ownership of the  
2 Butane.com domain name, Plaintiff Prime purchased the following services from  
3 Defendant GoDaddy’s registrar services: (i) “Full Domain Protection,” intended to  
4 safeguard against unauthorized domain actions, including the unauthorized transfer of the  
5 domain name; (ii) an additional nine (9) renewal years for Butane.com, inclusive of Full  
6 Domain Protection; and (iii) the premium-priced domains Butane.net and Butane.org, to  
7 further protect the emerging Butane.com brand that Plaintiff Prime was actively  
8 developing. The total cost of these services to Plaintiff Prime amounted to \$7,024.34. See  
9 Ex. 5.

10           39. Additionally, on April 7, 2024, Plaintiff Prime migrated the Butane.com  
11 domain to its own nameservers and IP address (72.167.43.221) in order to begin  
12 developing the Butane.com website, establish new Butane.com email addresses, and  
13 launch its new brand. See Ex. 6. To further promote and safeguard this brand, Plaintiff  
14 Prime created a LinkedIn social media account for the Butane.com brand on April 7, 2024,  
15 followed by the creation of an Instagram social media account on May 11, 2024. See  
16 Exhibits 7 and 8.

17           40. During the months of April and May 2024, Plaintiff Prime began its initial  
18 development of the Butane.com website as well as its butane business. See Ex. 9<sup>6</sup>.  
19 According to the content that was displayed on the Butane.com website, “The Butane  
20 Brand mission is to establish itself as the foremost authority for everything related to  
21 butane. . . As the premier destination for all things butane, we will offer an extensive range  
22 of products and services tailored to various applications. From household to industrial  
23 use, Butane.com is your one-stop shop for all things Butane.” *Id.* Plaintiff Prime was in  
24

25  
26 \_\_\_\_\_  
27 <sup>6</sup> The content that was developed for Butane.com (and subsequently taken down by Defendants on or about June 4,  
28 2024) was still resolving at the domain name’s former IP Address. For purposes of this Complaint, Plaintiff Prime reproduced that content and placed it onto Butane.net. Despite now being on butane.net, this exact content was on butane.com up until June 4, 2024.

1 the process of acquiring butane fuel, butane lighters, butane torches, butane stoves and  
2 butane heaters. *Id.*

3 41. While Plaintiff Prime took primary responsibility for developing the  
4 Butane brand—including marketing, social media presence, and overall promotion of the  
5 new business—Giordano worked with his existing management team to incorporate the  
6 new product lines. He began preparing one of his warehouses in South Florida, which had  
7 already been certified as OSHA-compliant for the storage of butane-related products, to  
8 accommodate the initial supply of Butane.com-branded items. Additionally, Giordano  
9 entered into contractual negotiations with his established network of suppliers,  
10 distributors, and vendors to carry the new Butane.com-branded products.

11 42. E. Defendant’s Unauthorized Transfer of Domain Names On May 29,  
12 2024, a Sales Manager for Defendant reached out to Plaintiff Thorin via e-mail stating  
13 that they “recently had a client request our assistance in potentially acquiring the above  
14 domain which appears to be owned/ registered to you. If you would please confirm that  
15 you are still the registrant of this domain, and whether you would be open to discussing  
16 the sale of this domain. I would greatly appreciate it. If you are open to selling the domain,  
17 can you please provide me with a ballpark figure that you would be willing to consider  
18 selling it for?” See Ex. I.

19 43. On that same day, approximately five minutes after sending the e-mail to  
20 Plaintiff Thorin the same Sales Manager for Defendant reached out to Plaintiff Prime via  
21 e-mail stating that they “had a buyer inquire about acquiring Butane.com. Let me know  
22 your price on this one and I will do my best to get a deal in place.” See Ex. 10.

23 44. Plaintiff Thorin responded to Defendant putting in on notice that (a) it was  
24 already using the Domain Name to launch a project in early 2025, and that (b) it would  
25 only be willing to sell the domain name to Defendant’s client for a high six-figure  
26 amount.” See Ex. J.

1           45. Plaintiff Prime responded to Defendant's Sales Manager, stating that it  
2 "curated an entire portfolio around the Butane.com Brand for a business that is currently  
3 in the butane space. The intention for this business s to grow a global Butane brand and  
4 is currently open to a Joint Venture/Partnership." See Ex. 10. Plaintiff Prime also told  
5 Defendant's sales manager that if the buyer wanted to submit an offer, it would "present  
6 it to them." Plaintiff Prime also made Defendant GoDaddy aware of the additional butane-  
7 related domain names Plaintiff Prime purchased to protect its new brand, including  
8 butanestore.com, butanefuel.com, butanegrills.com, and approximately twenty-six other  
9 domain names to complement the Butane.com, Butane.net and Butane.org domain names.  
10 *Id.*

11           46. On June 4, 2024, sixty-five (65) days after Plaintiff Prime paid-for the  
12 Butane.com Domain Name, and just one day short of two (2) months after Plaintiff  
13 Crisby paid-for and took ownership of the Calor.com Domain Name, and more than  
14 one hundred (100) days after the Domain Names expired for the previous registrant,  
15 the Plaintiffs each received an e-mail from Defendant's "CEO Team" stating that  
16 "[D]ue to an unexpected error, the domain calor.com/butane.com should not have been  
17 available for your purchase. To correct this error, we have removed the domain from  
18 your account and are taking proactive steps to prevent this error from happening again  
19 in the future. We have refunded your original purchase and have added an . . . in-store  
20 credit to your account for the inconvenience." See Ex. K and 11. Plaintiff Thorin was  
21 offered an in-store credit of \$350. Ex. K. Plaintiff Prime was offered an instore credit  
22 of \$7,350 to offset the cost of the Butane.net and Butane.org. See Ex. 11. On the same  
23 date, Plaintiff Prime received a refund for the nine (9) additional renewal years for  
24 Butane.com, as well as for the Full Domain Protection fees associated with the  
25 Butane.com domain name. See Ex. 12. However, no mention was made, nor were any  
26 refunds provided, for the additional domain names or services purchased in connection  
27 with the development of the Butane.com brand.  
28

1           47. Despite the fact that Defendants GoDaddy and 123-Reg had actual  
2 knowledge that (i) Plaintiffs were the rightful owners of the Domain Names, (ii) Plaintiffs  
3 were already using the Domain Names large projects dependent on the Domain Names,  
4 (iii) the commercial launch of the services for Calor.com was already planned to be  
5 launched in early 2025, and for Butane.com significant expenditures were undertaken to  
6 promote and protect the brand, and (iv) in response to Defendant's own sales agent's offer  
7 to purchase the Domain Name, Plaintiffs Thorin and Crisby were unwilling to do so unless  
8 Plaintiffs were compensated for the loss of their business and Plaintiff Prime indicated he  
9 would present an offer, but it was looking for partnerships and not a sale of the butane.com  
10 Domain Name, Defendant unilaterally removed the Domain Names from Plaintiffs'  
11 GoDaddy registrar accounts thereby removing Plaintiffs' ability to use the Domain  
12 Names. Furthermore, after the Butane.com domain name was removed from Plaintiff  
13 Prime's account, Defendants replaced all of the curated content on Butane.com with a  
14 registrar parking page. This page not only offers the domain name for sale but also  
15 includes a variety of paid advertisement links, from which the Defendants are generating  
16 revenue. See Exhibit 13.

17           48. The removal of the Domain Names from Plaintiffs' registrar accounts not  
18 only meant the loss and control of Plaintiffs' property, but also: (i) put Plaintiffs Thorin  
19 and Crisby in breach of the JV Agreement that was executed with QLSC, and (ii) ended  
20 Plaintiff Prime's new butane sales business. As a direct result of Defendant's wrongful  
21 taking of Plaintiffs' property, Defendant caused (a) QLSC to terminate the JV Agreement  
22 with Plaintiff and significantly damaged the reputation of Plaintiffs and the relationship  
23 with QLSC, and (b) irreparable damage to the reputation of Prime and his business partner  
24 (who is a prominent member of the butane sales industry).

25           49. On June 17, 2024, Plaintiffs Thorin and Crisby through their counsel sent  
26 a letter to Defendants' Auction Disputes Team, Defendants' CEOTeam, and its legal  
27 department notifying Defendants of their breaches of contracts and requested the  
28

1 immediate reinstatement of the domain name to Plaintiffs, a detailed written explanation  
2 for Defendants' actions in this matter, and compensation for damages incurred ("June 17<sup>th</sup>  
3 Letter"). See Ex. L.

4 50. When no substantive response was received by Plaintiffs Thorin and Crisby  
5 to the Letter, on July 17, 2024, a follow up letter was sent by Plaintiffs through their  
6 counsel repeating its requests from the June 17<sup>th</sup> Letter. See Ex. M.

7 51. Finally on July 18, 2024, Defendants responded to Plaintiffs Thorin and  
8 Crisby essentially restating what it said on June 4, 2024. Defendants provided no further  
9 detail on the nature of their "error", nor did Defendants return the Domain Name they  
10 misappropriated from Plaintiffs.

11 52. On or about July 18, 2024, Defendant GoDaddy spoke with Plaintiff Prime  
12 about Defendant's unauthorized taking of the Butane.com domain name. During that  
13 conversation Plaintiff Prime pressed for more information regarding the alleged "error"  
14 committed by GoDaddy but was told that they were working on gathering that  
15 information. Plaintiff Prime made Defendant GoDaddy aware that it had spent a  
16 considerable amount of time, money and resources on developing out the Butane.com  
17 business prior to Defendant's unauthorized taking of the domain name.

18 53. On July 23, 2024, Mat T from Defendant's Office of the CEO revealed that  
19 Defendant GoDaddy realized its "error" when its "Aftermarket Team received an inquiry  
20 about the domain."

21 54. Subsequently, on August 5, 2024, Plaintiff Prime delivered to Defendant  
22 GoDaddy's CEO Team a list of expenses accrued for the Butane Brand as requested. See  
23 Ex. 14. "In addition to these tangible costs, there are intangible realized losses that canoe  
24 be calculated as easily. Costs for supplier and client meetings, travel, lost opportunity  
25 costs, broken agreements, etc." *Id.* Plaintiff Prime also revealed that "The actions taken  
26 have unfortunately compromised the integrity of our brand and undermined our reputation  
27 amongst our associates, investors, suppliers, and manufacturers. This was all as a result  
28



1 owners of the Domain Names and made an offer to Plaintiffs to acquire the Domain  
2 Names on behalf of an unnamed client.

3 59. On the same day, each of the Plaintiffs responded to Defendant's sales  
4 agent that they had already put the Domain Name to use and that (i) Plaintiffs Thorin and  
5 Crisby were working on a commercial launch of a product using that Calor.com Domain  
6 Name, and (ii) Plaintiff Prime had already curated an entire portfolio of butane-related  
7 domain names including Butane.com for a business that was already in the butane space.  
8 Plaintiff Thorin told Defendant that he and his company, Plaintiff Crisby, would have to  
9 be compensated an amount in the "high six figures" in order to consider another domain  
10 name for the project. Plaintiff Prime said that it would present the offer to the already  
11 established business, but that it was looking for partnerships for its butane business as  
12 opposed to a purchase of the Butane.com domain name.

13 60. Apparently not satisfied with either of the Plaintiffs responses, on June 4,  
14 2024, (more than 100 days from the date the Domain Name expired, sixty-five (65) days  
15 after Plaintiff Prime purchased butane.com, and sixty (60) days after Plaintiff Thorin  
16 purchased the Domain Names via Defendant's auction system, Defendant intentionally  
17 exercised dominion and control over Plaintiffs' property through its domain name  
18 registrar services when it wrongfully took possession of the Domain Names. Defendant  
19 deprived Plaintiffs of possession and use of the property. See Ex. K and Ex. 11.

20 61. Furthermore, after the Butane.com domain name was removed from  
21 Plaintiff Prime's account, GoDaddy replaced all of the content on Butane.com with a  
22 registrar parking page. This page not only offered the domain name for sale but also  
23 included a variety of paid advertisement links, from which the Defendants are generating  
24 revenue. See Ex. 13.

25 62. Defendant's misappropriation damages Plaintiffs in an amount to be  
26 proven at trial, but that exceeds \$150,000.



**SECOND CLAIM FOR RELIEF**  
**(TRESSPASS TO CHATTEL)**

1  
2  
3 63. Plaintiffs hereby restate and re-allege the allegations set forth in paragraphs  
4 1 through 62 above and incorporate them by reference.

5 64. On or about April 5, 2024, Plaintiffs became the rightful owners of their  
6 respective Domain Names and had the right to possess the Domain Name which was  
7 ultimately misappropriated by Defendants. They completed the purchases of the Domain  
8 Names through Defendants' auction service as well as a required one-year renewal  
9 through Defendants' registrar.

10 65. On May 29, 2024, in an e-mail from Defendants' domain name aftermarket  
11 service provider, Defendants acknowledged that Plaintiffs were indeed the rightful  
12 owners to the Domain Names and made an offer to Plaintiffs to purchase the Domain  
13 Name.

14 66. On the same day, the Plaintiffs responded to Defendant's sales agent that  
15 they had already put the Domain Name to use and that (i) Plaintiffs Thorin and Crisby  
16 were working on a commercial launch of a product using the Calor.com Domain Name,  
17 and (ii) Plaintiff Prime had already curated an entire portfolio of butane-related domain  
18 names including Butane.com for a business that was already in the butane space. Plaintiff  
19 Thorin told Defendant that he and his company, Plaintiff Crisby, would have to be  
20 compensated an amount in the "high six figures" in order to consider another domain  
21 name for the project. Plaintiff Prime said that it would present the offer to the already  
22 established business, but that it was looking for partnerships for its butane business as  
23 opposed to a purchase of the Butane.com domain name.

24 67. Apparently not satisfied with either of the Plaintiffs' responses, on June 4,  
25 2024, more than 100 days from the date the Domain Name expired, sixty-five (65) days  
26 after Plaintiff Prime purchased butane.com, and sixty (60) days after Plaintiff Thorin  
27 purchased the Domain Name via Defendant's auction system, Defendant intentionally  
28 dispossessed Plaintiffs of the Domain Names by inappropriately leveraging its domain

1 name registrar services to seize control of the domain name. In so doing, Defendant  
2 deprived Plaintiffs of possession and use of the property. See Ex. K and Ex. 11.

3 68. Defendants dispossessed Plaintiffs of their domain names by  
4 inappropriately filing transfer information with ICANN and updating the WHOIS  
5 registry to reflect that Plaintiffs were no longer the owners of the Domain Name.

6 69. Furthermore, after the Butane.com domain name was removed from  
7 Plaintiff Prime's account, Defendants replaced all of the content on Butane.com with a  
8 registrar parking page. This page not only offered the domain name for sale but also  
9 included a variety of paid advertisement links, from which the Defendants are generating  
10 revenue. See Ex.13.

11 70. Defendant's actions damages Plaintiffs in an amount to be proven at trial,  
12 but that exceeds \$150,000.

13  
14 **THIRD CLAIM FOR RELIEF**  
**(BREACH OF AUCTION MEMBERSHIP CONTRACT)**

15 71. Plaintiffs hereby restate and re-allege the allegations set forth in  
16 paragraphs 1 through 70 above and incorporate them by reference.

17 72. Plaintiffs entered into an "Auction Membership Agreement" with  
18 Defendants (as a provider of domain name auction services) as of the date in which they  
19 placed bid on their respective domain names ("AMA"). See Ex. N. Under the AMA,  
20 Defendant, as an aftermarket service provider, facilitates the buying and selling of  
21 currently registered domain name, including those domain names in their expiration  
22 period.

23 73. The AMA requires that for an expired domain name auction to be  
24 completed, the winning bidder (called the "Buyer" in the AMA), must pay the winning  
25 bid amount plus a one (1) year renewal fee. Once that is completed, "Change of  
26 ownership will begin upon the completion of the check-out process and receipt of  
27 Buyer's funds." See *Id.*

1           74. On March 31, 2024, Plaintiff Prime made the required payment of  
2 \$19,765.43 (which included the Butane.com Auction Bid Price payable to Defendants'  
3 auction service provider, plus the price of the Domain Name renewal payable to  
4 Defendants' registrar service provider (\$10.43). Confirmation of Plaintiff's payment  
5 was e-mailed to Plaintiff Prime immediately after completing the order from Defendant.  
6 See Ex. 4.

7           75. On April 5, 2024, Plaintiff Thorin made the required payment \$11,427.17  
8 (which included the Auction Bid Price plus the price of the Domain Name renewal  
9 (\$22.17). April 5, 2024, was approximately 41 days after the expiration of the Domain  
10 Name.

11           76. On or about the same day that payments were made for their respective  
12 Domain Names, the transfer of the Domain Names to Plaintiffs was complete and the  
13 Domain Names were placed into Plaintiffs' GoDaddy *registrar* accounts.

14           77. On June 4, 2024, More than 100 days after the domain name expired,  
15 sixty-five (65) days after Plaintiff Prime paid for butane.com, and nearly two months  
16 after Plaintiff Thorin acquired the Calor.com domain name, Defendant breached the  
17 AMA by nullifying the result of the Domain Name purchases.

18           78. Defendant knew or should have known whether it had the right to offer  
19 the Domain Names for sale on its own auction platform. At the time that Plaintiffs  
20 purchased their respective domain names, Defendant knew or should have known  
21 whether it had the right to collect fees for the Domain Names. More importantly, at the  
22 time Defendant transferred ownership of the Domain Names to each Plaintiff, it knew  
23 or should have known whether it had the right to transfer ownership of the Domain  
24 Names.

25           79. Defendant had a process by which the previous owner could have  
26 reclaimed the expired domain names so long as that was done within 45 days after the  
27

1 expiration. Defendants did not follow its own process, which also is a breach of the  
2 AMA.

3 80. As a result of these multiple breaches of the AMA, Plaintiffs have  
4 suffered damages in an amount to be proven at trial, but that exceeds \$150,000.  
5

6 **FOURTH CLAIM FOR RELIEF**  
7 **(BREACH OF REGISTRATION AGREEMENT)**

8 81. Plaintiffs hereby restate and re-allege the allegations set forth in  
9 paragraphs 1 through 80 above and incorporate them by reference.

10 82. At the moment the Domain Names transferred to Plaintiffs and were  
11 renewed for an additional one (1) year, services under the AMA were completed and  
12 Plaintiffs' relationship with Defendants was solely under the Domain Name  
13 Registration Agreement ("DNRA"), currently set forth at  
14 <https://www.godaddy.com/legal/agreements/domain-name-registration-agreement>, and  
15 attached hereto at Exhibit O.

16 83. The DNRA does not provide a mechanism for Defendant, as a Registrar,  
17 to deny, cancel or transfer any renewal of a domain name, for an error committed by an  
18 expired domain name auction provider.

19 84. By removing the Domain Names from Plaintiffs' registrar accounts due to  
20 an "error" committed by it as an auction service provider, Defendant breached the  
21 DNRA. Although Defendants are both a registrar and an auction service provider, there  
22 is nothing in the DNRA that allows Defendants to use their position as a domain name  
23 registrar to correct errors by them performing non-registrar services (here, auction  
24 services).

25 85. As a result of this breach of the DNRA, Plaintiffs have suffered damages  
26 in an amount to be proven at trial, but that exceeds \$150,000.  
27  
28

1 **FIFTH CLAIM FOR RELIEF**  
2 **(BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING AS**  
3 **TO GODADDY DEFENDANTS)**

4 86. Plaintiffs hereby restate and re-allege the allegations set forth in  
5 paragraphs 1 through 85 above and incorporate them by reference.

6 87. At least two contracts existed between Defendant and each of the  
7 Plaintiffs. The first of which was the AMA for the auction services, and the second,  
8 Defendants' domain name registration agreement (DNRA).

9 88. Pursuant to those contracts, Plaintiffs expected Defendant would comply  
10 with its fiduciary duties, perform its professional obligations as an ICANN-Accredited  
11 registrar, separate and apart from its role as a provider of other non-registrar services,  
12 without impairing the businesses of Plaintiffs, and not convert Plaintiff's property,  
13 opportunities, interests and expectancies for Plaintiffs' use of the Domain Names. In  
14 fact, Plaintiff Prime purchased Full Domain Protection' from Defendant GoDaddy for  
15 Butane.com, a service that was expressly intended to prevent unauthorized transfers of  
16 the Butane.com domain name. Ironically, Defendant GoDaddy carried out the very type  
17 of unauthorized transfer that this service was designed to protect against.

18 89. Furthermore, after the Butane.com domain name was removed from  
19 Plaintiff Prime's account, GoDaddy replaced all of the content on Butane.com with a  
20 registrar parking page. This page not only offered the domain name for sale but also  
21 included a variety of paid advertisement links, from which the Defendants are  
22 generating revenue.

23 90. Pursuant to those contracts, Plaintiffs expected Defendant would comply  
24 with its fiduciary duties, and not comingle its non-registrar services with it serving as an  
25 ICANN-Accredited registrar, As a result of this breach of the covenant of good faith  
26 and fair dealing, Plaintiffs have suffered damages in an amount to be proven at trial, but  
27 that exceeds \$150,000.





1 during the two month period in which it owned the Domain Name, (c) business  
2 disruption and loss of potential revenue, and (d) reputational damage and loss of  
3 business opportunities.

4 108. As a result of Defendant's gross negligence, Plaintiffs were damaged in  
5 an amount to be proven at trial, but at least \$150,000.00.

6 **NINTH CLAIM FOR RELIEF**  
7 **(NEGLIGENCE)**

8 109. Plaintiffs hereby restate and re-allege the allegations set forth in  
9 paragraphs 1 through 108 above and incorporate them by reference.

10 110. Defendants owed Plaintiff a duty of care to ensure that domain name  
11 auctions are properly conducted and that the sale of domain names as a result of such  
12 auctions are final and without error.

13 111. Defendants breached this duty by negligently auctioning off domain  
14 names that it claims should not have been auctioned, and by failing to adequately verify  
15 the eligibility of the domain names for auction before offering them for sale.

16 112. As a direct and proximate result of Defendants' negligence, Plaintiffs  
17 have suffered significant harm, including but not limited to: (a) the loss of the Domain  
18 Names, (b) costs incurred in developing and promoting the Domain Names during the  
19 two month period in which it owned the Domain Name, (c) business disruption and loss  
20 of potential revenue, and (d) reputational damage and loss of business opportunities.

21 113. As a result of Defendant's negligence, Plaintiffs were damaged in an  
22 amount to be proven at trial, but at least \$150,000.00.









1 service, then subsequently transferred to Domain Names to a separate registrar,  
2 Defendant would not have been able to use its registrar service to convert Plaintiffs'  
3 property. If there were any errors by the auction service provider, it would have had to  
4 bring a legal action to attempt to recover the names. Rather than following the  
5 appropriate legal courses of action, Defendant abused its position as a registrar to  
6 misappropriate plaintiffs' property.

7 134. Therefore, a punitive damages award against Defendant in an amount to  
8 be proven at trial is fully justified and warranted and would have the effect of deterring  
9 others from committing similar acts and omissions.

10 135. Plaintiffs are entitled to a temporary restraining order and permanent  
11 injunction against Defendants.

12  
13 **DEMAND FOR JURY TRIAL**

14 136. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff respectfully  
15 demands a jury trial of all issues triable to a jury in this action.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiffs pray for judgment against Defendants as  
18 follows:

- 19 A. Entry of judgment in favor of Plaintiffs against Defendants  
20 B. An order awarding Plaintiffs damages in an amount to be proven at  
21 trial, but in an amount no less than \$75,000;  
22 C. Pre-judgment and post-judgment interest;  
23 D. An order awarding Plaintiffs its costs and attorneys' fees to the extent  
24 allowed by law.  
25 E. A temporary restraining order enjoining Defendants GoDaddy Inc.  
26 and GoDaddy.com LLC, its officers, agents, directors, affiliates, servants,  
27 employees, and all persons acting in concert with it, from directly or indirectly  
28

1 allowing either the calor.com domain name or butane.com to expire and/or revert  
2 to the domain name registry to be generally available for purchase by third parties;

3 F. A temporary restraining order enjoining Defendants GoDaddy, Inc.  
4 and GoDaddy.com LLC from preventing or frustrating Plaintiffs' right, pursuant  
5 to GoDaddy's Domain Registration Agreement, to renew the registrations of the  
6 Domains;

7 G. A temporary restraining order enjoining Defendants GoDaddy, Inc.,  
8 GoDaddy.com LLC, 123-Reg Limited, their officers, agents, directors, affiliates,  
9 servants, employees, and all persons acting in concert with it (collectively  
10 "Defendants") from selling or otherwise transferring any ownership interest in  
11 either the calor.com or butane.com domain names, or purchasing any ownership  
12 interest in the domains, or otherwise accepting transfer of any ownership interest  
13 in the Domain Names;

14 H. An order to show cause why a preliminary injunction should not issue,  
15 pursuant to Fed. R. Civ. P. 65, enjoining Defendants from directly or indirectly  
16 committing the above-described acts during the pendency of this action; and

17 I. Granting Plaintiffs any such other and further relief as this Court  
18 deems just and proper, or that Plaintiffs may be entitled to as a matter of law or  
19 equity.  
20

21  
22 [SPACE LEFT INTENTIONALLY BLANK]  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: September 25, 2024,

*/s/ Isaac S. Crum*

---

Isaac S. Crum, #026510  
[icrum@messner.com](mailto:icrum@messner.com)  
MESSNER REEVES LLP  
7250 N. 16<sup>th</sup> St. Ste 410  
Phoenix, Arizona 85020  
Telephone: (602) 457-5059  
Facsimile: (303) 623-0552

Jeffrey J. Neuman (*pro hac vice*  
forthcoming)  
[Jeff@jjnsolutions.com](mailto:Jeff@jjnsolutions.com)  
JJN Solutions, LLC  
9445 Brenner Ct.  
Vienna, VA 22180

*Attorneys for Plaintiffs*

**LIST OF EXHIBITS**

<b>EXHIBIT</b>	<b>DESCRIPTION</b>
A	Def. 123 Reg Domain Expiration Policy
B	Def. GoDaddy Auction Website – Listing Types
C	March 31, 2024 WHOIS Record for Calor.com
D	Notification of Winning Auction Bid for Calor.com
E	Payment Receipt for Calor.com
F	June 2024 Screenshot of Calor.com
G	August 2024 Screenshot of Calor.com
H	DNS MX Record Change for Calor.com
I	Def. GoDaddy Sales E-mail to Plaintiff Thorin
J	Plaintiff Crisby Response to GoDaddy Sales E-mail
K	Def. Notification of Misappropriation of Calor.com
L	Plaintiff Crisby 6-17-24 Letter to Defendants
M	Plaintiff Crisby 7-17-24 Follow Up Letter to Defendants
N	Def. Auction Membership Agreement
O	Def. Domain Name Registration Agreement
1	March 27, 2024 WHOIS Record for Butane.com
2	Def. 3-27-24 E-mail to Plaintiff Prime about Auction Names incl. Butane.com
3	Butane.com Winning Bid Notice
4	Payment Receipt for Butane.com
5	Payment Receipt for additional butane-related domains
6	Plaintiff Prime web development initiation
7	Linked-in Account for Butane.com
8	Instagram Account for Butane.com
9	Butane.com Website (reproduced on Butane.net)
10	Def. GoDaddy Sales E-mail to Plaintiff Prime
11	Def. 6-4-24 Notice of Misappropriation of Butane.com
12	Def. Notice of Refund for Full Protection Service
13	Butane.com Website Content on 9-24-24
14	Plaintiff Prime 8-5-24 E-mail to Defendants
15	Def. August 14, 2024 E-mail