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2009 NOV 18 PM 3:12

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CV 09-8497 MMM VDK

STEWART RESMER, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

OVERSEE.NET, INC., a California
corporation, and SNAPNAMES.COM, INC.,
an Oregon Corporation,

Defendants.

) Case No.

) COMPLAINT FOR:

-) 1. Violation of California Auction Law, Cal. Civ. Code § 1812.608(h)(2)
-) 2. Violations of Cal. Civ. Code §§ 1572, 1573, 1709, & 1710
-) 3. Violation of Cal. Bus. & Prof. Code § 17200 et seq.
-) 4. Breach of Fiduciary Duty
-) 5. Fraudulent Concealment
-) 6. Restitution/Unjust Enrichment

) DEMAND FOR JURY TRIAL

) CLASS ACTION

BY FAX

1 Plaintiff, by his attorneys, upon personal knowledge as to himself and his own acts
2 and upon information and belief as to all other matters, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff Stewart Resmer (“Plaintiff” or “Mr. Resmer”) brings this class action
5 complaint against Defendants Oversee.net, Inc. (“Oversee.net” or “Oversee”) and
6 SnapNames.com, Inc. (“SnapNames.com” or “SnapNames”) (collectively, “Defendants”) for
7 Defendants’ practice of artificially inflating the prices in its auctions for expired domain
8 names.

9 2. SnapNames, which is wholly owned by Oversee, is the largest online auction
10 site at which to purchase expiring domain names.

11 3. On or about November 4, 2009, SnapNames admitted that one of its
12 employees bid in a significant percentage of its auctions from 2005 through 2009.

13 4. As a result, Defendants benefited from increased auction purchase prices.

14 **PARTIES**

15 5. Plaintiff Stewart Resmer is a resident of Los Angeles, California.

16 6. Defendant Oversee.net, Inc. specializes in services related to domain names
17 and is the parent company of SnapNames. It is a California corporation headquartered in Los
18 Angeles County, California at 515 South Flower Street, Los Angeles, California 90071.
19 Oversee.net, Inc. does business throughout the State of California and the nation.

20 7. Defendant SnapNames.com, Inc. conducts online auctions to allow the
21 purchase of expired Internet domain names. It is an Oregon corporation headquartered in
22 Multnomah County, Oregon at 1600 SW 4th Avenue, Suite 400, Portland, Oregon 97201.
23 SnapNames.com, Inc. does business throughout the State of California and the nation.

24 **JURISDICTION AND VENUE**

25 8. This Court has jurisdiction over the subject matter of this action pursuant to
26 28 U.S.C. §§ 1332(d), because (a) at least one member of the putative class is a citizen of a
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1 state different from Defendants, (b) the amount in controversy exceeds \$5,000,000, exclusive
2 of interest and costs, and (c) none of the exceptions under that subsection apply to this action.

3 9. There is minimal diversity between the proposed Class and Defendants.
4 Every person in the United States who participated in a SnapNames auction is a member of
5 the proposed Class, and SnapNames offered hundreds of thousands of auctions over the
6 internet affecting individuals across the fifty states. There is a reasonable presumption that
7 there is at least one member of the proposed class who is a citizen of a state besides
8 California or Oregon. Consequently, Plaintiff has established minimal diversity between
9 Defendants and at least one class member, and this Court has diversity jurisdiction under 28
10 U.S.C. § 1332(d)(2).

11 10. Personal jurisdiction and venue are proper because Oversee.net is a
12 corporation headquartered in Los Angeles County and/or because the improper conduct
13 alleged in this Complaint occurred in, was directed from, and/or emanated or exported from
14 California.

15 **FACTS RELATING TO DEFENDANTS**

16 11. SnapNames.com was formed in 2000 and was acquired by Oversee.net in
17 2007.

18 12. SnapNames conducts auctions to resell domain names.

19 13. SnapNames acquires expired domain names primarily from domain registrars,
20 including Dotster, Register.com, Melbourne IT, DotRegistrar, Domain People, Moniker,
21 DirectNIC, and others.

22 14. Domain registrars are the companies that manage the reservation of Internet
23 domain names.

24 15. Domain names are often purchased for limited time periods. (E.g., for a one-
25 year period.) If the registrant chooses not to renew the domain name registration, then the
26 domain name may become available for repurchase by the public.

1 16. Because domain name registrars control the reservations of domain names,
2 they are uniquely positioned to control the reselling of domain names.

3 17. Many domain name registrars, among others, turn to SnapNames to facilitate
4 the resale of domain names.

5 18. When a domain name is released to SnapNames, it places the domain name up
6 for auction online and allows the public to bid on the domain name. In many ways, this
7 operates much like the sale of foreclosed homes, which is an apt comparison because domain
8 names are the Internet equivalent of real estate—build your business at a good address, be it
9 physical or electronic, and you have a much greater likelihood of success. For this reason,
10 Internet domain names can be incredibly valuable.

11 19. Unfortunately for many SnapNames bidders, including Plaintiff, a frequent
12 bidder in many SnapNames auctions was a SnapNames employee who went by the bidding
13 name “halvarez.”

14 20. halvarez bid in approximately 50,000 auctions or more from 2005 through
15 2009, thereby artificially raising the sale prices in these auctions and causing the bidders to
16 spend thousands, if not millions of extra dollars. This is analogous to the bank that owns
17 foreclosed homes secretly bidding in its own auctions to artificially increase the final amount
18 paid by the winning bidder.

19 21. In most auctions, halvarez was not the winning bidder—he merely drove up
20 the final price. In some other auctions, halvarez was the winning bidder and then arranged to
21 be reimbursed by SnapNames.

22 22. The shill bidding occurred primarily in 2005, 2006, and 2007, but also
23 occurred in 2008 and 2009.

1 23. For years, users have complained about halvarez's bidding activity, but
2 SnapNames specifically and explicitly denied that halvarez was a company employee:¹

3 This comes up every once in a while where certain prodigious
4 customers at SnapNames are accused of being actually SnapNames
5 itself. This is not the case. SnapNames has not and will not ever
6 participate in an auction it itself is running as an anonymous bidder.
7 We have never done any shill bidding or granted any auction
8 participant any sort of discount or rebate. The price displayed is the
9 price paid, for everyone, Halvarez included. Please email me direct
10 (kjel-at-snapnames.com) with any questions.

11 _____

12 www.SnapNames.com

13 24. On or about November 4, 2009, SnapNames released a statement admitting
14 that one of its employees engaged in shill bidding during this time frame. It also offered to
15 partially compensate some, but not all affected bidders. Defendants' insufficient refund
16 process requires bidders to sign comprehensive liability waivers in exchange for inadequate
17 compensation.

18 25. SnapNames' earlier denial that halvarez was an employee or that SnapNames
19 was engaged in shill bidding were false statements. Reports indicate halvarez's real name is
20 Nelson Brady, former Vice President of Engineering for SnapNames.

18 **FACTS RELATING TO PLAINTIFF**

19 26. On July 21, 2006, Mr. Resmer participated in a SnapNames auction for the
20 domain name "wedriveyou.com."

21 27. On that date, a SnapNames employee using the screen name "halvarez" also
22 participated in that auction.

23 28. Mr. Resmer won the auction for the domain name "wedriveyou.com."

24 29. Mr. Resmer's winning bid for the domain name "wedriveyou.com" was
25 \$80.00.

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27 ¹ <http://www.dnforum.com/f557/important-message-snapnames-5-thread-197282.html#post1337656>

1 30. Had halvarez not participated in the “wedriveyou.com” auction, the winning
2 bid for the “wedriveyou.com” domain name would have been \$60.00, rather than the \$80.00
3 paid by Mr. Resmer.

4 31. Mr. Resmer overpaid a minimum of \$20.00 as a result of halvarez’s
5 participation in the auction.

6 **FACTS RELATING TO PLAINTIFF’S FRAUD CAUSES OF ACTION**

7 32. On July 21, 2006, at the website www.snapnames.com, a SnapNames
8 employee, utilizing the screen name “halvarez,” by virtue of his participation in the auction
9 of the “wedriveyou.com” domain name, falsely represented that he was an individual
10 unrelated and unassociated with SnapNames, and was independently participating as a
11 member of the public in the bidding for the “wedriveyou.com” domain name.

12 33. Each bid made by halvarez on July 21, 2006, in the “wedriveyou.com”
13 auction was a fraudulent bid. halvarez had no intention or desire to actually win the
14 “wedriveyou.com” auction. With each bid, halvarez sought only to increase the final price
15 paid by the winning bidder. halvarez was not participating in the auction as an individual
16 unrelated and unassociated with SnapNames, nor independently participating as a member of
17 the public in the bidding for the “wedriveyou.com” domain name.

18 34. halvarez intended that Mr. Resmer rely upon the representations that
19 halvarez’s bids were legitimate bids from an independent member of the public unaffiliated
20 with SnapNames, and that halvarez’s actions in bidding were motivated by a desire to prevail
21 in the domain name auction in order to place a winning bid for the best possible price, rather
22 than the motivation to inflate the auction price in an attempt to force Mr. Resmer to pay a
23 higher price for the domain than he would have otherwise.

24 35. halvarez did not disclose that he was bidding for the purpose of inflating the
25 prices that legitimate bidders would pay, and that if he, halvarez, actually ended up as the
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1 winning bidder, he would be reimbursed for the bid price. halvarez had no intention of being
2 the winning bidder when he placed his bids.

3 36. The above-described conduct engaged in by halvarez with respect to the
4 “wedriveyou.com” domain name auction on July 21, 2006 was identically engaged and
5 repeated in approximately 50,000 other auctions over a period of five years. halvarez utilized
6 the same means, motivations, and methods in each of the thousands of other auctions as he
7 used in the “wedriveyou.com” auction.

8 CLASS ALLEGATIONS

9 37. Plaintiff Resmer brings this action pursuant to Fed. R. Civ. P. 23(b)(2) and
10 23(b)(3) on behalf of himself, a Class, and a sub-Class of all others similarly situated defined
11 as follows:

12 **The Global Effect Class:** All individuals and entities in the United States who
13 bid in any SnapNames.com auction for Internet domain names during the time
14 when SnapNames.com or Oversee.net employees or agents bid without disclosing
15 that fact to the bidders (approximately January 1, 2005) through and including
16 November 4, 2009.

17 **The Direct Effect Sub-Class:** All individuals and entities in the United States (1)
18 who bid in one or more SnapNames.com auctions for Internet domain names in
19 which a SnapNames.com or Oversee.net employee or agent, including but not
20 limited to the employee known as “halvarez,” bid without disclosing that fact to
21 the bidders, (2) whose bidding was affected by the employee bidding, and (3) who
22 have not received complete compensation for any damage incurred as a result of
23 the employee bidding.

24 Excluded from the Classes are 1) Defendants, their legal representatives, assigns, and
25 successors, and any entity in which Defendants have a controlling interest; 2) any judge to
26 whom this case is assigned and those judges’ immediate families; and, 3) any attorney who
27 appears in a case concerning the conduct alleged herein and those attorneys’ immediate,
28 blood, and marital family members.

1 38. The Classes consist of thousands of individuals and other entities, making
2 joinder impractical.

3 39. Plaintiff's claims are typical of the claims of all of the other members of the
4 Classes. Each Class member was affected in the same way as Plaintiff Resmer: an employee
5 of Defendants secretly bid in SnapNames.com auctions, thereby affecting the purchase price
6 and the bidding of sub-Class members and Class member bidders generally.

7 40. Plaintiff will fairly and adequately represent and protect the interests of the
8 other members of the Classes. Plaintiff has retained counsel with substantial experience in
9 prosecuting complex litigation and class actions. Plaintiff and his counsel are committed to
10 vigorously prosecuting this action on behalf of the members of the Classes, and have the
11 financial resources to do so. Neither Plaintiff nor his counsel have any interest adverse to
12 those of the other members of the Classes.

13 41. Absent a class action, most members of the Classes would find the cost of
14 litigating their claims to be prohibitive and will have no effective remedy. The class
15 treatment of common questions of law and fact is also superior to multiple individual actions
16 or piecemeal litigation in that it conserves the resources of the courts and the litigants, and
17 promotes consistency and efficiency of adjudication.

18 42. Defendants have acted and failed to act on grounds generally applicable to
19 Plaintiff and the other members of the Classes, requiring the Court's imposition of uniform
20 relief to ensure compatible standards of conduct toward the members of the Classes.

21 43. The factual and legal bases of Defendants' liability to Plaintiff and to the other
22 members of the Classes are the same, resulting in injury to Plaintiff and all of the other
23 members of the Classes. Plaintiff and the other members of the Classes have all suffered
24 harm and damages as a result of Defendants' wrongful conduct.

1 44. There are many questions of law and fact common to Plaintiff's claims and
2 the claims of the other members of the Classes. Common questions for the Classes include
3 but are not limited to the following:

- 4 a) the means and methods by which one or more of Defendants' employees
5 participated in Defendants' auctions;
- 6 b) whether Defendants' conduct described herein constitutes a violation of
7 California Auction Law, Cal. Civ. Code § 1812.608(h)(2);
- 8 c) whether Defendants' conduct described herein constitutes a violation of Cal.
9 Civ. Code §§ 1572, 1573, 1709, and 1710;
- 10 d) whether Defendants' conduct described herein constitutes a violation of Cal.
11 Bus. & Prof. Code § 17200 et seq.;
- 12 e) whether Defendants' conduct described herein constitutes fraudulent
13 concealment; and
- 14 f) whether Defendants' conduct described herein permitted Defendants to
15 unjustly receive money belonging to Plaintiff and the Classes, and whether
16 under principles of equity and good conscience, Defendants should not be
17 permitted to retain it.

18 45. The questions of law and fact common to the members of the Classes
19 predominate over any questions affecting only individual members and a class action is
20 superior to all other available methods for the fair and efficient adjudication of this
21 controversy.

22 46. Plaintiff reserves the right to revise the Class definitions based on facts
23 learned in discovery.

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Auction Law, Cal. Civ. Code § 1812.608(h)(2)**

3 **(On behalf of Plaintiff and both Classes)**

4 47. Plaintiff incorporates by reference the foregoing allegations.

5 48. A violation of Cal. Civ. Code § 1812.608(h)(2) occurs when an auction
6 company “[c]ause[s] or allow[s] any person to bid at a sale for the sole purpose of increasing
7 the bid on any item or items being sold by the auctioneer” and includes instances in which
8 the auction company “[a]llow[s] the owner, consignor, or agent thereof, of any item or items
9 to bid on the item or items, without disclosing to the audience that the owner, consignor, or
10 agent thereof has reserved the right to so bid.”

11 49. Defendants Oversee.net and SnapNames.com are both “auction companies” as
12 defined by Cal. Civ. Code § 1812.601(c).

13 50. Defendants Oversee.net and SnapNames.com both conduct “auctions” as
14 defined by Cal. Civ. Code § 1812.601(b).

15 51. “halvarez” was an “employee” of Defendants during the relevant time period
16 as defined by Cal. Civ. Code § 1812.601(e).

17 52. Defendants Oversee.net and SnapNames.com are “employers” as defined by
18 Cal. Civ. Code § 1812.601(f).

19 53. Plaintiff Resmer is a “person” as defined by Cal. Civ. Code § 1812.601(h).

20 54. Defendants Oversee.net and SnapNames.com caused or allowed their
21 employee known as “halvarez” to bid at thousands of their Internet domain name auctions for
22 the sole purpose of inflating the bidding price on such domain names without disclosing that
23 halvarez was an employee of Defendants.

24 55. Defendants’ violations of § 1812.608(h)(2) have caused injury to Plaintiff and
25 the Classes by increasing the prices they paid for Internet domain names sold through
26 SnapNames auctions.

1 **SECOND CAUSE OF ACTION**

2 **Violations of Cal. Civ. Code §§ 1572, 1573, 1709, & 1710**

3 **(On behalf of Plaintiff and both Classes)**

4 61. Plaintiff incorporates by reference the foregoing allegations.

5 62. Cal. Civ. Code § 1709 prohibits willful deception of another with intent to
6 induce a detrimental change in position.

7 63. Cal. Civ. Code § 1710 provides in relevant part that “deceit within the
8 meaning of [§ 1709], is . . . [t]he suppression of a fact, by one who is bound to disclose
9 it”

10 64. Cal. Civ. Code § 1572 provides in relevant part that actual fraud exists when a
11 party to a contract suppresses “that which is true, by one having knowledge or belief of the
12 fact” “with intent to deceive another party thereto, or to induce him to enter into the
13 contract.”

14 65. Cal. Civ. Code § 1573 provides in relevant part that constructive fraud exists
15 “[i]n any such act or omission as the law specially declares to be fraudulent, without respect
16 to actual fraud.”

17 66. Defendants violated §§ 1710(3), 1572(3), and 1573(2) by suppressing the fact
18 that their auctions involved systematic shill bidding, as described above.

19 67. Plaintiff and the other members of the Classes suffered damages as a direct
20 and proximate result of Defendants’ suppression of shill bidding and fraud, both actual and
21 constructive, alleged herein.

22 68. Pursuant to Cal. Civ. Code § 1709, Defendants *Oversee.net* and
23 *SnapNames.com* are liable for any damage that was proximately caused to Plaintiff and the
24 other members of the Classes by Defendants’ deceit.

25 69. Plaintiff, on behalf of himself and the Classes, seeks damages from
26 Defendants *Oversee.net* and *SnapNames.com*, including but not limited to disgorgement of
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1 all proceeds Defendants Oversee.net and SnapNames.com obtained from its unlawful
2 business practices, reimbursement to winning bidders in an amount equal to the difference
3 between the last good faith bid prior to the completion of the sale and what the winning
4 bidder finally paid for the domain name, as well as pre-judgment interests and costs.

5 **THIRD CAUSE OF ACTION**

6 **Violation of Cal. Bus. & Prof. Code § 17200, et seq.**

7 **(On behalf of Plaintiff and both Classes)**

8 70. Plaintiff incorporates by reference the foregoing allegations.

9 71. Defendants' acts and practices as alleged herein constitute unlawful, unfair,
10 and/or fraudulent business practices in violation of California's Unfair Competition Law,
11 Cal. Bus. & Prof. Code § 17200, et seq.

12 72. Defendants Oversee.net and SnapNames.com engaged in unlawful business
13 practices by, among other things:

- 14 a. engaging in conduct, as alleged herein, that violates the California
15 Auction Law, Cal. Civ. Code § 1812.608(h)(2);
- 16 b. engaging in conduct, as alleged herein, that violates Cal. Civ. Code
17 §§ 1709, 1710, 1572, and 1573; and
- 18 c. engaging in conduct that undermines or violates the stated policies
19 underlying the California Auction Law, Cal. Civ. Code
20 § 1812.608(h)(2) and Cal. Civ. Code §§ 1572, 1573, 1709, and 1710,
21 each of which seek to protect consumers against unfair and sharp
22 business practices and to promote a basic level of honesty and
23 reliability in the marketplace.

24 73. Defendants Oversee.net and SnapNames.com engaged in unfair business
25 practices by, among other things:

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- a. engaging in conduct the utility of which is outweighed by the gravity of the consequences to Plaintiff and the Classes;
- b. engaging in conduct that is immoral, unethical, oppressive, unscrupulous or substantially injurious to Plaintiff and the Classes; and
- c. engaging in conduct that undermines or violates the stated policies underlying the California Auction Law, Cal. Civ. Code § 1812.608(h)(2) and Cal. Civ. Code §§ 1572, 1573, 1709, and 1710, each of which seek to protect consumers against unfair and sharp business practices and to promote a basic level of honesty and reliability in the marketplace.

74. Defendants Oversee.net and SnapNames.com engaged in fraudulent business practices by engaging in conduct that was and is likely to deceive consumers acting reasonably under the circumstances. Defendants' fraudulent business practices include but are not limited to:

- a. failing to disclose the true facts about Defendants' employees participating in auctions as shill bidders;
- b. charging customers for artificially inflated bids for Internet domain names that would have been purchased for substantially lower prices if no shill bidding had occurred;
- c. interfering with free, fair, and independent bidding on Internet domain names by Defendants' customers; and
- d. charging customers fees for inflated bids.

75. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent acts, business practices, and conduct, Plaintiff and the other members of the Classes have suffered injury in fact and lost money in that, among other things:

- 1 a. Plaintiff and the other members of the Classes would not have utilized
2 Defendants' auction services; and
3 b. Plaintiff and the other members of the Classes would have purchased
4 Internet domain names for substantially lower prices.

5 **FOURTH CAUSE OF ACTION**

6 **Breach of Fiduciary Duty**

7 **(On behalf of Plaintiff and both Classes)**

8 76. Plaintiff incorporates by reference the foregoing allegations.

9 77. Defendants held positions of trust and confidence with Plaintiff and the other
10 members of the Classes.

11 78. Defendants abused their positions of trust and confidence to further their
12 private interests by engaging in shill bidding.

13 79. Defendants acted with fraud, oppression, and/or malice.

14 80. Plaintiff and the other members of the Classes have sustained losses as a
15 direct and proximate result of Defendants' wrongful actions described herein in an amount to
16 be determined at trial.

17 **FIFTH CAUSE OF ACTION**

18 **Fraudulent Concealment**

19 **(On behalf of Plaintiff and both Classes)**

20 81. Plaintiff incorporates by reference the foregoing allegations.

21 82. Fraudulent concealment occurs when a defendant conceals or fails to disclose
22 a material fact during a transaction with intent to defraud the victim and has a duty to
23 disclose the material fact.

24 83. Plaintiff conducted a transaction with Defendants when he purchased an
25 Internet domain name from them.

1 84. Defendants concealed or failed to disclose that one of Defendants' employees
2 bid in the same auction solely to inflate the winning price of the domain name Plaintiff
3 purchased, thereby intentionally defrauding Plaintiff of the difference between the inflated
4 amount he paid for the domain name and the price he would have paid absent Defendants'
5 conduct alleged herein.

6 85. Defendants had a fiduciary duty to Plaintiff and a duty under Cal. Civ. Code
7 § 1812.608(h)(2) to disclose that one of Defendants' employees was bidding against Plaintiff
8 in Defendants' auction solely to inflate the final purchase price of the Internet domain name
9 Plaintiff purchased.

10 86. Plaintiff was unaware at the time of the transaction that one of Defendants'
11 employees was bidding in the auction for the domain name he purchased.

12 87. Plaintiff would not have acted as he did—paying an inflated amount due
13 solely to the fraudulent concealment by Defendants of their employee's bidding—had he
14 known he was bidding against one of Defendants' employees.

15 88. Plaintiff sustained financial damages of at least \$20.00 as a result of
16 Defendants' fraudulent conduct.

17 **SIXTH CAUSE OF ACTION**

18 **Restitution/Unjust Enrichment**

19 **(On behalf of Plaintiff and both Classes)**

20 89. Plaintiff incorporates by reference the foregoing allegations.

21 90. Plaintiff and the Classes have conferred a benefit upon Defendants.
22 Defendants have received and retained money belonging to Plaintiff and the Classes as a
23 result of their shill bidding practices described herein.

24 91. Defendants appreciate or have knowledge of said benefit.

1 92. Under principles of equity and good conscience, Defendants should not be
2 permitted to retain money belonging to Plaintiff and the Classes that they unjustly received as
3 a result of their actions.

4 93. Plaintiff and the Classes have suffered loss as a direct result of Defendants'
5 conduct.

6 94. Plaintiff, on his own behalf and on behalf of the Classes, seeks the imposition
7 of a constructive trust on and restitution of the proceeds Defendants' received as a result of
8 their conduct described herein, as well as attorneys' fees and costs pursuant to Cal. Civ. Proc.
9 Code § 1021.5.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff Stewart Resmer, on behalf of himself and the Classes, prays
12 for the following relief:

- 13 A. Certify this case as a class action on behalf of the Classes defined above,
14 appoint Stewart Resmer as class representative, and appoint his counsel as
15 class counsel;
- 16 B. Declare that Defendants' actions, as set out above, violate California Auction
17 Law, Cal. Civ. Code § 1812.608(h)(2), Cal. Bus. & Prof. Code § 17200 *et*
18 *seq.*, Cal. Civ. Code §§ 1572, 1573, 1709, and 1710, and constitute fraudulent
19 concealment and unjust enrichment;
- 20 C. Disgorge Defendants of all revenue earned from SnapNames.com Internet
21 domain name auctions during the Class period;
- 22 D. Award Plaintiff and the Classes statutory damages;
- 23 E. Award all economic, monetary, actual, consequential, and compensatory
24 damages caused by Defendants' conduct, and if their conduct is proved
25 willful, award Plaintiff and the Classes exemplary damages;

- 1 F. Award restitution against Defendants for all money to which Plaintiff and the
- 2 Classes are entitled in equity;
- 3 G. Award Plaintiff and the Classes their reasonable litigation expenses and
- 4 attorneys' fees;
- 5 H. Award Plaintiff and the Classes pre- and post-judgment interest, to the extent
- 6 allowable;
- 7 I. Enter injunctive and/or declaratory relief as is necessary to protect the
- 8 interests of Plaintiff and the Classes; and
- 9 J. Award such other and further relief as equity and justice may require.

JURY TRIAL

10 Plaintiff demands a trial by jury for all issues so triable.

11 Respectfully submitted,

12 Dated: November 18, 2009

KAMBEREDELSON, LLP

13 By: 
ALAN HIMMELFARB
One of the Attorneys for Plaintiff

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