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10 Attorneys for Plaintiff  
11 FIRST AMERICAN CORPORATION

12  
13 IN THE UNITED STATES DISTRICT COURT  
14 FOR THE WESTERN DISTRICT OF WASHINGTON  
15 AT SEATTLE  
16

17 \_\_\_\_\_  
18 THE FIRST AMERICAN  
CORPORATION, a California  
19 corporation,

20 Plaintiff,

21 v.

22 eNOM, Inc., a Washington corporation;  
LEAD NETWORKS DOMAINS  
23 PRIVATE LIMITED; and PLUTO  
24 DOMAIN SERVICES PRIVATE  
LIMITED,

25 Defendants.  
26  
27  
28

) Civil Action No.:

) **COMPLAINT**

) **DEMAND FOR JURY TRIAL**

1 Plaintiff, THE FIRST AMERICAN CORPORATION, (“First  
2 American”), for its Complaint herein, states as follows:

3 **I. PARTIES**

4 1. Plaintiff is informed and believes, and on that basis alleges, that  
5 Lead Networks Domains Private Limited (“Lead Networks”) is a business  
6 organized in India with its registered address at 707, C-Wing, 7th Floor,  
7 Neptune Society, Lokhandwala Complex, 4th Cross Road, Andheri (West),  
8 Mumbai, 400053. Lead Networks is or was the registrar and/or registrant of  
9 record for the Internet domain, firstamerican.com.

10 2. Plaintiff is informed and believes, and on that basis alleges, that  
11 Defendant Pluto Domain Services Private Limited (“Pluto”) is a business  
12 organized in India with its registered address at A to Z Business Centre, Cabin  
13 No. 02, Room No. 30, Fatima Bibi Chawl, Gulshan Nagar, Behram Baug,  
14 Jogeshwari (W), Mumbai 400102. Pluto is or was the registrant of the  
15 firstamerican.com domain.

16 3. Plaintiff is informed and believes, and on that basis alleges, that  
17 Defendant eNom, Inc. (“eNom”) is a Washington Corporation with its principal  
18 place of business at 15801 NE 24<sup>th</sup> St., Bellevue, Washington, 98008. eNom  
19 was a registrar for the firstamerican.com domain name.

20 4. Plaintiff is informed and believes, and on that basis alleges, that  
21 Lead Networks and Pluto are working together or have worked together as a  
22 single entity, and in collusion with each other, for the purpose of perpetrating  
23 the unlawful activities alleged herein.

24 5. Plaintiff is informed and believes, and on that basis alleges, that  
25 eNom has worked in collusion with Lead Networks for the purpose of  
26 perpetrating the unlawful activities alleged herein.

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1 **II. JURISDICTION AND VENUE**

2 6. This is a civil action for cybersquatting under 15 U.S.C. § 1125(d).  
3 This is also a civil action for trademark infringement, false designation of  
4 origin, unfair competition, and trademark dilution arising under the federal  
5 trademark laws (the “Lanham Act”) 15 U.S.C. § 1051 et seq., and for related  
6 claims arising under the common law and laws of the State of Washington.  
7 This Court has subject matter jurisdiction over the claims pursuant to 15 U.S.C.  
8 § 1121, and 28 U.S.C. §§ 1331 and 1338. Additionally, this Court has subject  
9 matter jurisdiction over the state and common law claims alleged herein  
10 pursuant to 28 U.S.C. § 1367, as the claims arise out of the same set of operative  
11 facts.

12 7. By engaging in activities including registering, transferring, and/or  
13 cooperating in the use or registration of the firstamerican.com domain, which at  
14 least at one time was registered through registrar eNom, which is domiciled in  
15 Washington, each of the Defendants has purposely availed itself of the benefits  
16 of doing business in Washington by actually transacting business in this State.

17 8. Pluto and Lead Networks have directed their business activities  
18 toward Washington, inasmuch as the website operated at the firstamerican.com  
19 domain presents content to Internet users located in Washington. Pluto and  
20 Lead Networks are aware of Plaintiff’s trademark rights throughout the United  
21 States and Plaintiff’s presence in conducting business throughout the United  
22 States, including in this Judicial District.

23 9. Pluto and Lead Networks have used the firstamerican.com domain  
24 name with the intent of luring Washington Internet users and their business  
25 away from Plaintiff and/or extorting money from Plaintiff for the assignment  
26 and transfer of the firstamerican.com domain as alleged in greater detail herein.

27 10. Plaintiff is informed and believes, and on that basis alleges, that the  
28 registration of the firstamerican.com domain arises from or did arise from a

1 registrar-registrant agreement Pluto and/or Lead Networks have entered into  
2 with eNom, and through that agreement Pluto and/or Lead Networks conduct or  
3 did conduct business on a daily basis with eNom, which is domiciled in  
4 Washington.

5 11. Moreover, Pluto and/or Lead Networks obtained fraudulent transfer  
6 of the firstamerican.com domain name from eNom through actions directed at  
7 eNom in Washington, including, but not limited to, agreeing to provide eNom  
8 with indemnification for eNom's actions in assigning the firstamerican.com  
9 domain to Lead Networks from Washington, as alleged in greater detail herein.

10 12. The harm suffered by Plaintiff flows directly from the business  
11 conducted by the Defendants within this Judicial District.

12 13. Venue is proper in this Judicial District as to Lead Networks and  
13 Pluto pursuant to 28 U.S.C. § 1391(d), as they are aliens and an alien may be  
14 sued in any judicial district.

15 14. Venue is proper in this Judicial District as to eNom pursuant to 28  
16 U.S.C. § 1391(b), as eNom is located in this Judicial District and a substantial  
17 part of the events or omissions giving rise to Plaintiff's claims and the  
18 threatened and actual harm to Plaintiff occurred in this Judicial District by  
19 reason of eNom's conduct as alleged herein.

20 15. Venue is also proper in this Judicial District as to the  
21 firstamerican.com domain *in rem* pursuant to 15 U.S.C. § 1125(d)(2)(A),  
22 because eNom was the registrar of record for the firstamerican.com domain and  
23 because eNom assigned the domain name to Lead Networks and/or Pluto, which  
24 is an assignment at issue in this case, and eNom is located in this Judicial  
25 District.

26 **III. FIRST AMERICAN**

27 16. Plaintiff is a California Corporation with its roots dating back to  
28 1894, when it started as a title services company servicing Orange County,

1 California. Plaintiff went public in 1964 and has been publicly traded on the  
2 New York Stock Exchange since 1993. Plaintiff has continued to expand both  
3 its product offerings and its geographic reach since its inception and is currently  
4 a leading provider of real estate title and settlement services, mortgage services,  
5 and numerous other financial services. Plaintiff is a Fortune 500 company and  
6 currently has operations in over 70 countries, including First Indian  
7 Corporation, a subsidiary in India.

8 17. Plaintiff has used the FIRST AMERICAN trademarks to identify  
9 its goods and services continuously since 1959. Plaintiff has registered  
10 numerous FIRST AMERICAN trademarks with the United States Patent and  
11 Trademark Office, including:

- 12 • 1,073,318 – FIRST AMERICAN and Design
- 13 • 1,470,953 – FIRST AMERICAN
- 14 • 1,681,391 – FIRST AMERICAN
- 15 • 1,678,761 – FIRST AMERICAN and Design
- 16 • 1,989,482 – FIRST AMERICAN and Design
- 17 • 1,989,483 – FIRST AMERICAN
- 18 • 2,282,568 – FIRST AMERICAN
- 19 • 2,284,518 – FIRST AMERICAN and Design
- 20 • 2,278,716 – FIRST AMERICAN and Design
- 21 • 2,484,707 – FIRST AMERICAN
- 22 • 2,409,936 – FIRST AMERICAN

23 Attached to this Complaint as Exhibits 1-11 are true and correct copies of the  
24 above listed Federal Trademark Registrations.

25 18. The FIRST AMERICAN marks are well known and widely  
26 recognized among consumers and members of the title and real estate services  
27 industry.

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1 19. The FIRST AMERICAN marks are distinctive and have acquired  
2 secondary meaning and, as such, designate a single source of origin. The  
3 FIRST AMERICAN marks are valid and enforceable trademarks.

4 20. Plaintiff has spent millions of dollars promoting its FIRST  
5 AMERICAN products and services, including through a presence on the  
6 Internet at [www.firstam.com](http://www.firstam.com) (“the Website”).

7 21. As a result of Plaintiff’s extensive and exclusive use, the FIRST  
8 AMERICAN marks have developed extensive goodwill in the market, are  
9 extremely valuable to Plaintiff and its subsidiaries, and have become famous.  
10 Plaintiff expends substantial effort and expense to protect the FIRST  
11 AMERICAN marks and the FIRST AMERICAN marks’ distinctiveness in the  
12 marketplace. The FIRST AMERICAN marks symbolize the tremendous  
13 goodwill associated with Plaintiff and are a property right of incalculable value.

14 **IV. DEFENDANTS AND THEIR ACTIONS**

15 **A. eNom**

16 22. Plaintiff is informed and believes, and on that basis alleges, that  
17 eNom is a registrar of Internet domain names accredited by the Internet  
18 Corporation for Assigned Names and Numbers (“ICANN”).

19 23. Plaintiff contracts with eNom to register and manage Plaintiff’s  
20 domains. Plaintiff currently has purchased and maintains over 2000 domain  
21 registrations with eNom. eNom therefore has a fiduciary duty to Plaintiff and is  
22 well aware of Plaintiff’s rights in its FIRST AMERICAN trademark. By nature  
23 of their business transactions, eNom and Plaintiff are a party to numerous  
24 contractual agreements, including the eNom Registration Agreement, located at  
25 <http://www.enom.com/terms/agreement.asp>.

26 24. In part, the terms of the eNom Registration Agreement state that:

27 Only the registrant and the administrative contacts listed in the  
28 WHOIS information may approve or deny a transfer request.  
Without limitation, domain name services may not be transferred

1 within 60 days of initial registration, within 60 days of transfer, if  
2 there is a dispute regarding the identity of the domain name  
3 registrant, if you are bankrupt, or if you fail to pay fees when  
4 due.

5 25. Plaintiff is informed and believes, and on that basis alleges, that  
6 eNom knew or should have known about the history and pattern of behavior  
7 exhibited by Lead Networks and/or Pluto that led up to and includes the  
8 circumstances giving rise to this Complaint as alleged in more detail herein.

9 **B. Defendants' Actions Regarding the firstamerican.com Domain**

10 26. Lead Networks is a registrar of Internet domain names accredited  
11 by ICANN.

12 27. Plaintiff is informed and believes, and on that basis alleges, that  
13 Lead Networks is the registrar of record for over 129,000 domain names (the  
14 "Lead Networks Domain Names").

15 28. One of the Lead Networks Domain Names is "firstamerican.com,"  
16 which was registered by Pluto and/or Lead Networks as early as March of 2000.  
17 Pluto is the registrant of the firstamerican.com domain.

18 29. Plaintiff has not authorized any of the Defendants to use in any  
19 way the Plaintiff's FIRST AMERICAN marks. eNom knew or should have  
20 known that Pluto and/or Lead Networks were not authorized to use the FIRST  
21 AMERICAN marks.

22 30. The firstamerican.com domain is identical to and confusingly  
23 similar to the Plaintiff's FIRST AMERICAN marks. eNom knew or should  
24 have known that the firstamerican.com domain was identical to and confusingly  
25 similar to Plaintiff's FIRST AMERICAN marks.

26 31. Plaintiff is informed and believes, and on that basis alleges, that  
27 Pluto and/or Lead Networks used the firstamerican.com domain to divert for  
28 commercial gain Internet users searching for the Plaintiff's FIRST AMERICAN  
marks and/or Plaintiff's products and services.

1 32. Plaintiff is informed and believes, and on that basis alleges, that  
2 sometime between when Pluto and/or Lead Networks illegally registered the  
3 firstamerican.com domain and December 2008, Pluto and/or Lead Networks  
4 hosted a website at firstamerican.com which displayed Hypertext Markup  
5 Language (“HTML”) links featuring advertisements and/or “search results” for  
6 goods and services that are directly competitive with those sold or provided in  
7 connection with the Plaintiffs’ Marks. A copy of the current website available  
8 from firstamerican.com is attached to this Complaint as Exhibit 12.

9 33. Plaintiff is informed and believes, and on that basis alleges, that  
10 when Internet users clicked on one or more of the displayed HTML links on the  
11 website hosted at firstamerican.com, that Pluto and/or Lead Networks received  
12 payments from one or more advertisers, search engines, or affiliate programs  
13 (“click-through advertising”).

14 34. Pluto and/or Lead Networks have therefore unfairly and unlawfully  
15 monetized their possession of the firstamerican.com domain by directing  
16 Internet users, attempting to visit Plaintiff’s Website through the  
17 firstamerican.com domain, to competitor’s website and click-through  
18 advertising.

19 35. Plaintiff is informed and believes, and on that basis alleges, that  
20 Pluto’s and Lead Networks’ sole interests in holding the firstamerican.com  
21 domain is to illegally extort money from Plaintiff and/or unfairly and illegally  
22 monetize their possession of the firstamerican.com domain by illegally trading  
23 off Plaintiff’s good name and its FIRST AMERICAN marks.

24 36. Plaintiff is informed and believes, and on that basis alleges, that  
25 eNom knew or should have known Pluto’s and/or Lead Networks’ bad  
26 intentions with respect to their interests in using the firstamerican.com domain  
27 based, at least in part, on eNom’s experience with Plaintiff, the well-known  
28 pattern of behavior exhibited by Lead Networks and Pluto, as further stated

1 herein, and the original domain transfer from Lead Networks and Pluto to  
2 Plaintiff.

3 37. In or about December 2008, Plaintiff initiated administrative  
4 proceedings under ICANN's Uniform Domain Name Dispute Resolution Policy  
5 ("UDRP"), which provides arbitration proceedings regarding domain names.  
6 Neither Pluto nor Lead Networks challenged Plaintiff, never filing a response.  
7 In January 2009, the National Arbitration Forum issued its decision ordering the  
8 transfer of the firstamerican.com domain to Plaintiff. A copy of the  
9 administrative ruling and order is attached to this Complaint as Exhibit 13.

10 38. None of the Defendants have complied with the order.

11 39. After the UDRP administrative ruling was issued, and consistent  
12 with its past practices involving other trademark holders, Defendant Pluto filed  
13 a case with the Bombay High Court against Plaintiff and Lead Networks  
14 alleging "mental anguish" and praying for an injunction stopping the transfer of  
15 the firstamerican.com domain. Pluto stated in its complaint that "the defendant  
16 No. 1 [First American] ought to approach [Pluto] for buying the same if they so  
17 desire."

18 40. Plaintiff is informed and believes, and on that basis alleges, that  
19 Pluto filed its suit against Plaintiff for the sole purposes of delaying the domain  
20 transfer to Plaintiff and further attempting to extort money from Plaintiff, in  
21 excess of the registration fee. Plaintiff is informed and believes, and on that  
22 basis alleges, that Lead Domain is in collusion with Pluto to delay the domain  
23 transfer to Plaintiff and is not a true adverse party in the Bombay High Court  
24 proceeding.

25 41. On or about February 24, 2009, after filing the complaint in  
26 Bombay, Pluto sought to sell the firstamerican.com domain to Plaintiff for a  
27 sum substantially in excess of the registration fees.

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1 42. Plaintiff attempted to reach a settlement and obtain possession of  
2 the firstamerican.com domain through Pluto's counsel, Abhay Pande.

3 43. Plaintiff reached an agreement with Pluto at the beginning of  
4 March 2009. According to the terms of the agreement, Plaintiff would set aside  
5 payment in an escrow account. In order to receive the money, Pluto was to drop  
6 its lawsuit in India, transfer control of the firstamerican.com domain to eNom,  
7 as Plaintiff's registrar, and sign a settlement agreement.

8 44. Plaintiff properly created an escrow account with escrow.com and  
9 placed the agreed upon settlement funds in the account for payment to Pluto.

10 45. Pluto instructed Lead Networks to transfer the firstamerica.com  
11 domain to eNom, which it did in March 2009. Pluto was acting of its own free  
12 will and intended to transfer the domain to Plaintiff. Pluto even provided  
13 Plaintiff with an authorization code to complete the transaction.

14 46. eNom took possession of the firstamerican.com domain on behalf  
15 of Plaintiff. eNom further updated the associated server information, so that  
16 entering the firstamerican.com domain would direct an Internet user to  
17 Plaintiff's Website, normally operated at <http://www.firstam.com>. In so doing,  
18 eNom agreed to safeguard Plaintiff's interests in the firstamerican.com domain,  
19 undertook not to transfer the domain without Plaintiff's authorization or within  
20 60 days of the transfer.

21 47. eNom took control of the firstamerican.com domain on behalf of  
22 Plaintiff.

23 48. Pluto subsequently refused to sign the settlement agreement or  
24 dismiss the India lawsuit.

25 49. Plaintiff is informed and believes, and on that basis alleges, that, on  
26 or about May 15, 2009, Pluto and/or Lead Networks illegally misrepresented to  
27 eNom that the transfer of the firstamerican.com domain was a mistake. Pluto  
28 and Lead Networks knew that these statements were false at the time that they

1 made them. Without investigating the circumstances or contacting Plaintiff,  
2 eNom intentionally and illegally transferred the domain back to Lead Networks,  
3 either for itself or as registrant for Pluto, thereby depriving Plaintiff of its  
4 property, acting contrary to the UDRP order requiring transfer of the domain to  
5 Plaintiff, further acting contrary to its Registration Agreement with Plaintiff and  
6 inducing continuing infringement of Plaintiff's trademark by Lead Networks  
7 and Pluto.

8 50. In violation of Plaintiff's agreement with eNom and its own agreed  
9 upon procedures, eNom did not check with Plaintiff or make any inquiry before  
10 transferring Plaintiff's domain name to Lead Networks. eNom has thus wrongly  
11 deprived Plaintiff of the benefits of its domain without compensation therefor.

12 51. eNom acted far outside the bounds of a simple registration  
13 transaction because it knowingly chose to disregard Plaintiff's rights in the  
14 firstamerican.com domain—as well as its own registration agreement—in favor  
15 of Lead Networks and/or Pluto. In so doing, eNom far exceeded any role as a  
16 neutral stakeholder in a registrar-registrant relationship and actively thrust itself  
17 into the activities surrounding Lead Networks' and Pluto's cybersquatting,  
18 trademark infringement, and trademark dilution activities.

19 52. eNom had actual or constructive knowledge of Lead Networks'  
20 pattern of business as alleged in more detail herein, yet eNom acted in reckless  
21 and willful disregard of Plaintiff's trademark rights and Lead Networks' past  
22 behavior. eNom had a duty to Plaintiff to investigate and obtain Plaintiff's  
23 authorization for a transfer of the firstamerican.com domain away from Plaintiff  
24 but eNom recklessly and willfully breached that duty.

25 53. Moreover, eNom's actions were willful and intentional. eNom  
26 sought indemnity from Lead Networks as a condition for transferring the  
27 firstamerican.com domain. eNom therefore had apprehension of a lawsuit such  
28 as this one and willfully failed to investigate Lead Networks' and/or Pluto's

1 false statements, or even inform Plaintiff of its transfer of the firstamerican.com  
2 domain to Lead Networks until after the transfer was complete.

3 54. eNom continued to be listed as the registrar for the  
4 firstamerican.com domain subsequent to the transfer to Lead Networks. A copy  
5 of the WHOIS database information is attached as Exhibit 14. WHOIS records  
6 for domain names provide information about the domain name from the registry  
7 and/or the registrar of record, including the date the domain name was registered  
8 or last modified, the listed registrant of the domain name, and the  
9 administrative, technical and billing contact for the domain name.

10 55. Pluto, Lead Networks, and/or eNom subsequently altered the  
11 ownership of the firstamerican.com domain again. Lead Networks again  
12 became registrar, and Pluto became the registrant of the domain.

13 56. eNom has thus exercised substantial and direct control over the  
14 firstamerican.com domain by not merely registering a domain for a party, but  
15 actively depriving Plaintiff of its rights in the domain. eNom thus further  
16 provided the instrument of Lead Networks' and/or Pluto's cybersquatting,  
17 trademark infringement, and trademark dilution with reckless and willful  
18 disregard for their known use of the domain.

19 57. Since Pluto and/or Lead Networks instigated the fraudulent transfer  
20 of the firstamerican.com domain away from Plaintiff and eNom, Pluto and/or  
21 Lead Networks have been the registered owners of and have controlled the  
22 firstamerican.com domain.

23 **C. Lead Networks' Pattern of Behavior**

24 58. Plaintiff is informed and believes, and on that basis alleges, that  
25 Plaintiff's experience with Lead Networks and Pluto is far from unique, and in  
26 fact, is representative of a pattern of improper domain registration behavior,  
27 widely known by domain registries, domain registrars, and other domain  
28 holders.

1 59. Plaintiff is informed and believes, and on that basis alleges, that  
2 Lead Networks and its registrants, including Pluto, have targeted a large number  
3 of famous trademarks with their domain registrations. In fact, the majority of  
4 Lead Networks Domain Names are confusingly similar to famous or distinctive  
5 trademarks owned by others. Plaintiff is informed and believes, and on that  
6 basis alleges, that these trademark owners include, but are not limited to:

- 7 • American Express
- 8 • Bank of America
- 9 • Cingular
- 10 • DirecTV
- 11 • Ford
- 12 • Google
- 13 • MapQuest
- NASCAR
- Sears
- Toyota
- United Airlines
- Victoria's Secret
- Wal-Mart
- Yamaha

14 60. Many of the Lead Networks Domain Names incorporate or are  
15 confusingly similar to trademarks owned by companies based in or operating in  
16 the United States, including this Judicial District.

17 61. Plaintiff is informed and believes, and on that basis alleges, that  
18 Pluto was or is the registrant for many of the Lead Networks Domain Names.

19 62. Plaintiff is informed and believes, and on that basis alleges, that at  
20 least some of Lead Networks' registrants, including Pluto, operate or have  
21 operated websites at these confusingly similar domains, which display HTML  
22 links featuring goods or services that are directly competitive with those sold or  
23 provided in connection with the famous or distinctive trademarks.

24 63. Plaintiff is informed and believes, and on that basis alleges, that  
25 Lead Networks actively assists its domain name registrant customers, including  
26 Pluto, by shielding them from legal claims brought by trademark owners.

27 64. Plaintiff is informed and believes, and on that basis alleges, that  
28 Lead Networks intentionally lists several false identities and addresses, instead

1 of listing the accurate information for the registrants of the Lead Networks  
2 Domain Names, to conceal the true identities of their customers from trademark  
3 owners.

4 65. Plaintiff is informed and believes, and on that basis alleges, that  
5 Lead Networks creates shell entities to list as the registrant of Lead Networks  
6 Domain Names which are the subject of administrative proceedings.

7 66. Plaintiff is informed and believes, and on that basis alleges, that  
8 Pluto is one such shell entity. Plaintiff is informed and believes, and on that  
9 basis alleges, that Pluto is the alter ego of Lead Networks.

10 67. Numerous administrative proceedings filed by trademark owners  
11 under ICANN's UDRP have resulted in orders from the administrative panel  
12 transferring Lead Networks Domain Names to trademark owners.

13 68. In fact, since September 2008 alone, at least 15 UDRP arbitration  
14 claims have been filed against Pluto as registrant, with Lead Networks as the  
15 registrar. In all of these 15 arbitration claims, Pluto has been ordered to transfer  
16 the domain names. These orders are readily available online, such as through  
17 the World Intellectual Property Organization website located at  
18 <http://www.wipo.int> or the National Arbitration Forum website located at  
19 <http://domains.adrforum.com/>.

20 69. Plaintiff is informed and believes, and on that basis alleges, that in  
21 the numerous cases where Lead Networks Domain Names were ordered  
22 transferred, Lead Networks or a domain registrant controlled by Lead Networks  
23 filed a legal challenge in the Bombay High Court to frustrate the administrative  
24 panel's order transferring the domain names.

25 70. Plaintiff is informed and believes, and on that basis alleges, that  
26 during the pendency of many of the legal challenges filed in the Bombay High  
27 Court, Lead Networks and/or its registrants have attempted or attempt to sell the  
28 domain names to the trademark owner for their financial gain.

1 71. Lead Networks' harmful and illegal practices are well known in the  
2 domain registration and management community. The International Trademark  
3 Association ("INTA"), a well-known and respected non-profit group dedicated  
4 to the world-wide support and advancement of trademarks, is one group that has  
5 denounced Lead Networks' practices. An INTA Bulletin denouncing Lead  
6 Networks' practices is attached hereto as Exhibit 15.

7 72. Other registrars have written formal complaints to ICANN  
8 regarding Lead Networks' practices and requesting rescission of Lead  
9 Networks' ICANN accreditation. At least some of these complaints are readily  
10 available to the public and the registrar community. Specifically, one letter was  
11 drafted by the World Intellectual Property Organization Arbitration and  
12 Mediation Center, a United Nations Specialized Agency (the "WIPO Center").  
13 That letter is attached to this Complaint as Exhibit 16.

14 73. The WIPO Center acts as a dispute resolution provider under the  
15 UDRP. In its letter to ICANN, the WIPO Center states that Lead Networks  
16 "undermines the efficacy of the UDRP in both spirit and letter." The WIPO  
17 Center continues to offer the opinion that "Lead Networks would appear to be  
18 engaged in 'contributory cybersquatting' at the continuing expense of trademark  
19 owners."

20 74. Plaintiff is informed and believes, and on that basis alleges, that  
21 eNom knew or should have known about Lead Networks' harmful and illegal  
22 practices as a cybersquatter as alleged herein.

23 **D. Pluto's and Lead Networks' Concealment of Their Identity**

24 75. Plaintiff is informed and believes, and on that basis alleges, that  
25 Pluto and Lead Networks employ various means to conceal the true identities of  
26 those involved in the registration, use, or trafficking of the Lead Networks  
27 Domain Names, including by conducting business using numerous shell-  
28 entities, fictitious business and personal names.

1 76. Plaintiff is informed and believes, and on that basis alleges, that  
2 Pluto and numerous other entities, such as Privacy Protection, Private WHOIS  
3 Escrow Domains Private Limited, PrivacyProtect.org, Watch My Domain, Dot  
4 Name Mail Services, Comdot Internet Services Private Limited, Laksh Internet  
5 Solutions Private Limited, Compsys Domains Solutions Private Limited, and  
6 Cyber Veillance Private Limited, at all times material to this action, were the  
7 agents, servants, employees, partners, alter egos, subsidiaries, and/or joint  
8 venturers of each other, individuals operating the same, and/or Lead Networks.  
9 Plaintiff is informed and believes, and on that basis alleges, that the acts of each  
10 were in the scope of such relationship, and that in doing the acts and failing to  
11 act as alleged in this Complaint, each of the named companies and/or  
12 individuals operating the same acted with the knowledge, permission, and the  
13 consent of each of the others and/or individuals operating the same, and each of  
14 the named companies and/or individuals operating the same aided and abetted  
15 the others and/or individuals operating the same in the acts or omissions alleged  
16 herein.

17 77. Plaintiff is informed and believes, and on that basis alleges, that  
18 Lead Networks has conducted business, or is conducting business, is holding  
19 itself out as, or has held itself out as one or more of the companies identified in  
20 Paragraph 76.

21 **V. INABILITY TO FIND OR OBTAIN *IN PERSONAM* JURISDICTION**

22 **(Alternative Pleading)**

23 78. Plaintiff is informed and believes, and on that basis alleges, that  
24 Plaintiff is or will be unable to obtain *in personam* jurisdiction over Pluto and/or  
25 Lead Networks, as registrants and/or holders of the firstamerican.com domain  
26 who would have been defendants in a civil action under 15 U.S.C. § 1125(d)(1)  
27 regarding that domain, and therefore that the domain is properly the subject of  
28 an *in rem* action under 15 U.S.C. § 1125(d)(2), based at least in part on registrar

1 eNom's assignment of the domain and eNom's location in Washington.

2 **A. Harm to Plaintiff and the General Public**

3 79. Pluto's and/or Lead Networks' unauthorized registration and use of  
4 the firstamerican.com domain is likely to cause confusion, mistake, and  
5 deception as to the source or origin of the domain, and is likely to falsely  
6 suggest a sponsorship, connection, license, or association of Pluto and/or Lead  
7 Networks and the firstamerican.com domain with Plaintiff.

8 80. Pluto's and/or Lead Networks' activities have irreparably harmed  
9 and, if not enjoined, will continue to irreparably harm Plaintiff and the long-  
10 used and federally registered FIRST AMERICAN marks.

11 81. Pluto's and/or Lead Networks' activities have irreparably harmed,  
12 and if not enjoined will continue to irreparably harm, the general public who has  
13 an inherent interest in being free from confusion, mistake, and deception.

14 **VI. CLAIMS**

15 **FIRST CAUSE OF ACTION**

16 (Against Pluto and Lead Networks)

17 **Cybersquatting on the Plaintiffs' Marks Under 15 U.S.C. § 1125(d)**

18 82. Plaintiff realleges and incorporates by reference Paragraphs 1  
19 through 81 as though fully set forth herein.

20 83. Plaintiff is informed and believes, and on that basis alleges, that  
21 Pluto and/or Lead Networks registered and used the firstamerican.com domain.

22 84. Plaintiff's FIRST AMERICAN marks were distinctive and  
23 federally registered at the USPTO at the time Pluto and/or Lead Networks  
24 registered and used the firstamerican.com domain.

25 85. The firstamerican.com domain is confusingly similar to Plaintiff's  
26 FIRST AMERICAN marks.

27 86. Pluto and/or Lead Networks registered, trafficked in, or used the  
28 firstamerican.com domain in bad faith and with a bad faith intent to profit from

1 the goodwill long established by Plaintiff in Plaintiff's FIRST AMERICAN  
2 marks.

3 87. Pluto and/or Lead Networks do not have any intellectual property  
4 rights or any other rights in Plaintiff's FIRST AMERICAN marks.

5 88. Firstamerican.com does not consist of the legal name of any of the  
6 Defendants, nor a name that is otherwise commonly used to identify any of the  
7 Defendants.

8 89. Plaintiff is informed and believes, and on that basis alleges, that  
9 Pluto and/or Lead Networks have not made any prior use of firstamerican.com  
10 in connection with the bona fide offering of any goods or services.

11 90. Plaintiff is informed and believes, and on that basis alleges, that  
12 Pluto and/or Lead Networks have not made any bona fide fair use of the  
13 Plaintiff's FIRST AMERICAN marks on a website accessible under  
14 firstamerican.com.

15 91. Plaintiff is informed and believes, and on that basis alleges, that  
16 Pluto and/or Lead Networks registered and used the firstamerican.com domain  
17 in order to divert consumers from Plaintiff's Website to a website accessible  
18 under the firstamerican.com domain for the commercial gain of Pluto and/or  
19 Lead Networks by creating a likelihood of confusion as to the source,  
20 sponsorship, affiliation, or endorsement of these websites.

21 92. Pluto and/or Lead Networks registration, use, or trafficking in the  
22 firstamerican.com domain constitutes cybersquatting in violation of 15 U.S.C.  
23 § 1125(d), entitling Plaintiff to relief.

24 93. Pluto and/or Lead Networks engaged in the activities alleged above  
25 with a bad faith intent to profit from the registration or maintenance of  
26 firstamerican.com.

27 94. By reason of Pluto's and/or Lead Networks' acts alleged herein,  
28 Plaintiff's remedy at law is not adequate to compensate them for the injuries

1 inflicted by Pluto and/or Lead Networks. Accordingly, Plaintiff is entitled to  
2 preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

3 95. By reason of Pluto's and/or Lead Networks' acts alleged herein,  
4 Plaintiff is entitled to recover Pluto's and/or Lead Networks' profits, actual  
5 damages and the costs of the action, or statutory damages under 15 U.S.C.  
6 § 1117, on election by Plaintiff, in an amount of one hundred thousand dollars  
7 (\$100,000) per domain name infringement.

8 96. This is an exceptional case making Plaintiff eligible for an award of  
9 attorneys' fees under 15 U.S.C. § 1117.

10 SECOND CAUSE OF ACTION

11 (Against Lead Networks)

12 Contributory Cybersquatting on the Plaintiffs' Marks Under 15 U.S.C.

13 § 1125(d)

14 97. Plaintiff realleges and incorporates by reference Paragraphs 1  
15 through 96 as though fully set forth herein.

16 98. Plaintiff is informed and believes, and on that basis alleges, that  
17 Lead Networks directly orchestrates the process of providing UDRP dispute  
18 providers with false registrant information and filing frivolous and time  
19 consuming appeals to UDRP transfer orders in the Indian Court.

20 99. Plaintiff is informed and believes, and on that basis alleges, that  
21 Lead Networks receives pecuniary compensation from its clients for providing  
22 this UDRP evasion service.

23 100. Plaintiff is informed and believes, and on that basis alleges, that  
24 Lead Networks intentionally induces their registrant clients to commence and  
25 continue the registration, use, or trafficking in the firstamerican.com domain.

26 101. Plaintiff is informed and believes, and on that basis alleges, that  
27 Lead Networks has supplied and continues to supply domain name registration  
28 and renewal services to its registrant clients with actual or constructive

1 knowledge that their services are being used to cybersquat on Plaintiff's FIRST  
2 AMERICAN marks.

3 102. Plaintiff is informed and believes, and on that basis alleges, that  
4 Lead Networks has supplied and continues to supply UDRP evasion services to  
5 its registrant clients with actual or constructive knowledge that its services are  
6 being used to enable and promote cybersquatting on Plaintiff's FIRST  
7 AMERICAN marks.

8 103. Plaintiff is informed and believes, and on that basis alleges, that  
9 Lead Networks has direct control over the provision of false and misleading  
10 WHOIS data to the public on behalf of its registrants and monitors the same.

11 104. Plaintiff is informed and believes, and on that basis alleges, that  
12 Lead Networks has direct control over the Indian companies that it has created  
13 to institute sham appeals to UDRP transfer orders and operates the same.

14 105. Plaintiff is informed and believes, and on that basis alleges, that  
15 Lead Networks has direct control over the institution of sham Indian appeals  
16 and coordinates with its clients to provide the services of the attorney who files  
17 the sham complaints.

18 106. Lead Networks' conduct alleged herein constitutes contributory  
19 cybersquatting in violation of 15 U.S.C. § 1125(d), entitling Plaintiff to relief.

20 107. By reason of Lead Networks' acts alleged herein, Plaintiff's  
21 remedy at law is not adequate to compensate them for the injuries inflicted by  
22 Lead Networks. Accordingly, Plaintiff is entitled to preliminary and permanent  
23 injunctive relief pursuant to 15 U.S.C. § 1116.

24 108. By reason of Lead Networks' acts alleged herein, Plaintiff is  
25 entitled to recover Lead Networks' profits, actual damages and the costs of the  
26 action, or statutory damages under 15 U.S.C. § 1117, on election by Plaintiff, in  
27 an amount of one hundred thousand dollars (\$100,000) per domain name  
28 infringement.

1 109. This is an exceptional case making Plaintiff eligible for an award of  
2 attorneys' fees under 15 U.S.C. § 1117.

3 THIRD CAUSE OF ACTION  
4 (Against Pluto and Lead Networks)

5 Trademark Infringement Under 15 U.S.C. § 1114

6 110. Plaintiff realleges and incorporates by reference Paragraphs 1  
7 through 109 as though fully set forth herein.

8 111. The actions of Pluto and/or Lead Networks described above, and  
9 specifically their use of firstamerican.com, a confusingly similar variation of  
10 Plaintiff's FIRST AMERICAN marks, in interstate commerce to advertise,  
11 promote, market and sell their Internet services constitute infringement of  
12 Plaintiffs' federally registered trademark, in violation of 15 U.S.C. § 1114.

13 112. Pluto's and/or Lead Networks' unauthorized use in interstate  
14 commerce of "firstamerican.com" is likely to cause confusion, mistake and  
15 deception on the part of consumers as to their affiliation, connection, or  
16 association with Plaintiff, and to cause confusion, mistake and deception as to  
17 the true origin, sponsorship, or approval of Pluto's and/or Lead Networks'  
18 products or services, all in violation of 15 U.S.C. § 1114. Specifically, for  
19 example, Pluto's and/or Lead Networks' unauthorized use in interstate  
20 commerce of "firstamerican.com" is likely to cause initial interest confusion for  
21 Internet browsers seeking information from Plaintiff, First American.

22 113. Plaintiff is informed and believes, and on that basis alleges, that  
23 Pluto and/or Lead Networks have undertaken these acts maliciously, willfully  
24 and with the devious intent to cause confusion, mistake and deception on the  
25 part of the public, in an attempt to trade off the name and good will of the  
26 Plaintiff.

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1 114. Pluto's and/or Lead Networks' acts have damaged Plaintiff's  
2 business reputation and goodwill and unjustly enriched Pluto and/or Lead  
3 Networks.

4 115. Pluto's and/or Lead Networks' acts have caused, and unless  
5 enjoined, will continue to cause, irreparable harm and injury to Plaintiff's  
6 business reputation and goodwill for which there is no adequate remedy at law.  
7 Pluto's and/or Lead Networks' acts also have caused, and unless enjoined, will  
8 continue to cause, inevitable public confusion and substantial and irreparable  
9 harm to the public for which there is no adequate remedy at law. Plaintiff is  
10 therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

11 116. Pursuant to 15 U.S.C. § 1117, Plaintiff is also entitled to recover  
12 damages in an amount to be determined at trial, including, but not limited to,  
13 profits made by Pluto and/or Lead Networks on the click-through revenue  
14 generated from their use of the firstamerican.com domain and the costs of this  
15 action.

16 117. Plaintiff is informed and believes, and on that basis alleges, that  
17 Plaintiff is further entitled to recover additional treble damages and reasonable  
18 attorneys' fees pursuant to 15 U.S.C § 1117, since Pluto's and/or Lead  
19 Networks' actions were undertaken willfully and with the intention of causing  
20 confusion, mistake and deception on the part of the public.

21 FOURTH CAUSE OF ACTION

22 (Against Pluto and Lead Networks)

23 False Designation of Origin, Unfair Competition, False Advertising Under 15

24 U.S.C. § 1125(a)

25 118. Plaintiff realleges and incorporates by reference Paragraphs 1  
26 through 117 as though fully set forth herein.

27 119. The actions of Pluto and/or Lead Networks described above, and  
28 specifically their use of firstamerican.com, a confusingly similar variation of

1 Plaintiff's FIRST AMERICAN marks, in interstate commerce to advertise,  
2 promote, market and sell their Internet services and draw business away from  
3 Plaintiff through initial interest confusion constitute false designation of origin,  
4 false advertising and unfair competition, in violation of 15 U.S.C. § 1125(a).

5 120. Pluto and/or Lead Networks have used and/or do use  
6 firstamerican.com in interstate commerce in connection with the operation of a  
7 website including hyperlinks to products and services that are competing with  
8 those of Plaintiff in order to derive at least advertising revenues therefrom. The  
9 domain name is identical to or confusingly similar to Plaintiff's FIRST  
10 AMERICAN marks and is likely to cause confusion, mistake and deception on  
11 the part of the public as to their affiliation, connection, or association with  
12 Plaintiff, and to cause confusion, mistake and deception as to the true origin,  
13 sponsorship, or approval of the products and services linked from Pluto's  
14 website, all in violation of 15 U.S.C. § 1125(a).

15 121. Pluto and/or Lead Networks have willfully continued their course  
16 of wrongful conduct after being put on notice of Plaintiff's claims herein.

17 122. Upon information and belief, Pluto and/or Lead Networks have  
18 undertaken these acts maliciously, willfully and with the devious intent to cause  
19 confusion, mistake and deception on the part of the public.

20 123. Pluto's and/or Lead Networks' acts have damaged Plaintiff's  
21 business reputation and goodwill and unjustly enriched Pluto and/or Lead  
22 Networks.

23 124. Pluto's and/or Lead Networks' acts have caused, and unless  
24 enjoined, will continue to cause, irreparable harm and injury to Plaintiff's  
25 business reputation and goodwill for which there is no adequate remedy at law.  
26 Pluto's and/or Lead Networks' acts have also caused, and unless enjoined, will  
27 continue to cause, inevitable public confusion and substantial and irreparable  
28 harm to the public for which there is no adequate remedy at law.

1 125. Plaintiff is therefore entitled to injunctive relief pursuant to 15  
2 U.S.C. § 1116.

3 126. Pursuant to 15 U.S.C. § 1117, Plaintiff is also entitled to recover  
4 damages in an amount to be determined at trial, including, but not limited to,  
5 profits made by Pluto and/or Lead Networks through the advertising on their  
6 website.

7 127. Upon information and belief, Plaintiff is further entitled to recover  
8 additional treble damages and reasonable attorneys' fees pursuant to 15 U.S.C.  
9 § 1117, since Pluto's and/or Lead Networks' actions were undertaken willfully  
10 and with the intention of causing confusion, mistake and deception on the part  
11 of the public.

12 FIFTH CAUSE OF ACTION

13 (Against Pluto and Lead Networks)

14 Federal Trademark Dilution Under 15 U.S.C. § 1125(c)

15 128. Plaintiff realleges and incorporates by reference Paragraphs 1  
16 through 127 as though fully set forth herein.

17 129. The actions of Pluto and/or Lead Networks described above, and  
18 specifically their use of firstamerican.com, a confusingly similar variation of  
19 Plaintiff's famous FIRST AMERICAN marks, in interstate commerce to  
20 advertise, promote, market and sell their Internet services and draw business  
21 away from Plaintiff constitute dilution, in violation of 15 U.S.C. § 1125(c).

22 130. The FIRST AMERICAN marks were first used in commerce in  
23 1959 and have been continually used since that time to designate Plaintiff's  
24 products and services in the real estate and financial services. Through  
25 Plaintiff's extensive use and promotion, the FIRST AMERICAN marks have  
26 become famous within the meaning of 15 U.S.C. § 1125(c).

27 131. Pluto's and/or Lead Networks' actions have diluted and will  
28 continue to dilute the distinctive quality of the famous FIRST AMERICAN

1 marks by destroying the association between the FIRST AMERICAN marks  
2 and Plaintiff's products and services, in violation of 15 U.S.C. § 1125(c).

3 132. Upon information and belief, Pluto and/or Lead Networks have  
4 undertaken these acts maliciously, willfully and with the devious intent to cause  
5 confusion, mistake and deception on the part of the public.

6 133. Pluto's and/or Lead Networks' acts have damaged Plaintiff's  
7 business reputation and goodwill and unjustly enriched Pluto and/or Lead  
8 Networks.

9 134. Pluto's and/or Lead Networks' acts have caused, and unless  
10 enjoined, will continue to cause, irreparable harm and injury to Plaintiff,  
11 including, but not limited to, diminution of the value and goodwill associated  
12 with the Plaintiff's FIRST AMERICAN marks and Plaintiff's business, for  
13 which there is no adequate remedy at law. Plaintiff is therefore entitled to  
14 injunctive relief pursuant to 15 U.S.C. § 1116.

15 135. Pursuant to 15 U.S.C. § 1117, Plaintiff is also entitled to recover  
16 damages in an amount to be determined at trial, including, but not limited to,  
17 profits made by Pluto and/or Lead Networks through the advertising on their  
18 website.

19 136. Plaintiff is further entitled to recover additional treble damages and  
20 reasonable attorneys' fees pursuant to 15 U.S.C § 1117, since Pluto's and/or  
21 Lead Networks' actions were undertaken willfully and with the intention of  
22 causing confusion, mistake and deception on the part of the public.

23 SIXTH CAUSE OF ACTION

24 (Against Pluto and Lead Networks)

25 Washington Unfair Competition

26 137. Plaintiff realleges and incorporates by reference Paragraphs 1  
27 through 136 as though fully set forth herein.

28 138. The actions of Pluto and/or Lead Networks described above, and

1 specifically their use of firstamerican.com, a confusingly similar variation of  
2 Plaintiff's FIRST AMERICAN marks, to advertise, promote, market and sell  
3 their Internet services constitute infringement of Plaintiff's FIRST AMERICAN  
4 marks, in violation of RCW § 19.86.020.

5 139. Pluto's and/or Lead Networks' unauthorized use in interstate  
6 commerce of "firstamerican.com" is likely to cause confusion, mistake and  
7 deception on the part of consumers as to their affiliation, connection, or  
8 association with Plaintiff, and to cause confusion, mistake and deception as to  
9 the true origin, sponsorship, or approval of Pluto's and/or Lead Networks'  
10 products or services. Specifically, for example, Pluto's and/or Lead Networks'  
11 unauthorized use in interstate commerce of "firstamerican.com" is likely to  
12 cause initial interest confusion for Internet browsers seeking information from  
13 Plaintiff, First American.

14 140. These false and deceptive practices affect the public, in particular  
15 the Internet browsing public and those seeking Plaintiff's services.

16 141. Plaintiff is informed and believes, and on that basis alleges, that  
17 Pluto and/or Lead Networks have undertaken these acts maliciously, willfully  
18 and with the devious intent to cause confusion, mistake and deception on the  
19 part of the public, in an attempt to trade off the name and good will of the  
20 Plaintiff.

21 142. Pluto's and/or Lead Networks' acts have damaged Plaintiff's  
22 business reputation and goodwill, and have a tendency to or actually have  
23 caused Plaintiff to lose customers, and have unjustly enriched Pluto and/or Lead  
24 Networks.

25 143. Pluto's and/or Lead Networks' acts have caused, and unless  
26 enjoined, will continue to cause, irreparable harm and injury to Plaintiff's  
27 business reputation and goodwill for which there is no adequate remedy at law.  
28 Pluto's and/or Lead Networks' acts also have caused, and unless enjoined, will

1 continue to cause, inevitable public confusion and substantial and irreparable  
2 harm to the public for which there is no adequate remedy at law. Plaintiff is  
3 therefore entitled to injunctive relief.

4 144. Plaintiff is also entitled to recover damages in an amount to be  
5 determined at trial, including, but not limited to, profits made by Pluto and/or  
6 Lead Networks on the click-through revenue generated from their use of the  
7 firstamerican.com domain and the costs of this action pursuant to RCW  
8 § 19.86.090.

9 145. Plaintiff is further entitled to recover treble damages from Pluto  
10 and/or Lead Networks and recover its costs and attorneys fees, also pursuant to  
11 RCW § 19.86.090.

12 SEVENTH CAUSE OF ACTION  
13 (Against Pluto and Lead Networks)  
14 Common Law Unfair Competition

15 146. Plaintiff realleges and incorporates by reference Paragraphs 1  
16 through 145 as though fully set forth herein.

17 147. The actions of Pluto and/or Lead Networks described above, and  
18 specifically their use of firstamerican.com, a confusingly similar variation of  
19 Plaintiff's FIRST AMERICAN marks, to advertise, promote, market and sell  
20 their Internet services constitute infringement of Plaintiff's FIRST AMERICAN  
21 marks, in violation of the common law of the State of Washington.

22 148. Pluto's and/or Lead Networks' unauthorized use in interstate  
23 commerce of "firstamerican.com" is likely to cause confusion, mistake and  
24 deception on the part of consumers as to their affiliation, connection, or  
25 association with Plaintiff, and to cause confusion, mistake and deception as to  
26 the true origin, sponsorship, or approval of Pluto's and/or Lead Networks'  
27 products or services. Specifically, for example, Pluto's and/or Lead Networks'  
28 unauthorized use in interstate commerce of "firstamerican.com" is likely to

1 cause initial interest confusion for Internet browsers seeking information from  
2 Plaintiff, First American.

3 149. Plaintiff is informed and believes, and on that basis alleges, that  
4 Pluto and/or Lead Networks have undertaken these acts maliciously, willfully  
5 and with the devious intent to cause confusion, mistake and deception on the  
6 part of the public, in an attempt to trade off the name and good will of the  
7 Plaintiff.

8 150. Pluto's and/or Lead Networks' acts have damaged Plaintiff's  
9 business reputation and goodwill and unjustly enriched Pluto and/or Lead  
10 Networks.

11 151. Pluto's and/or Lead Networks' acts have caused, and unless  
12 enjoined, will continue to cause, irreparable harm and injury to Plaintiff's  
13 business reputation and goodwill for which there is no adequate remedy at law.  
14 Pluto's and/or Lead Networks' acts also have caused, and unless enjoined, will  
15 continue to cause, inevitable public confusion and substantial and irreparable  
16 harm to the public for which there is no adequate remedy at law. Plaintiff is  
17 therefore entitled to injunctive relief.

18 152. Plaintiff is also entitled to recover damages in an amount to be  
19 determined at trial, including, but not limited to, profits made by Pluto and/or  
20 Lead Networks on the click-through revenue generated from their use of the  
21 firstamerican.com domain and the costs of this action.

22 EIGHTH CAUSE OF ACTION  
23 (Against Pluto and Lead Networks)

24 Common Law Fraud

25 153. Plaintiff realleges and incorporates by reference Paragraphs 1  
26 through 152 as though fully set forth herein.

27 154. The actions of Pluto and/or Lead Networks described above, and  
28 specifically their false and misleading statements made to induce transfer of the

1 firstamerican.com domain name by eNom constitute fraud.

2 155. Plaintiff is informed and believes, and on that basis alleges, that  
3 Pluto and/or Lead Networks made false and misleading material statements to  
4 eNom, on or around May 15, 2009, regarding the ownership of the  
5 firstamerican.com domain. Specifically, Pluto and/or Lead Networks  
6 represented that the transfer to Plaintiff had been a mistake and that Lead  
7 Networks had no authority to transfer the firstamerican.com domain.

8 156. Plaintiff is informed and believes, and on that basis alleges, that  
9 these statements were material to getting eNom to transfer the domain. Pluto  
10 and/or Lead Networks knew the statements were false at the time that they made  
11 them.

12 157. Plaintiff is informed and believes, and on that basis alleges, that  
13 Pluto and/or Lead Networks made its statements to eNom with the intent to  
14 deceive eNom and induce eNom to transfer the firstamerican.com domain name  
15 away from Plaintiff.

16 158. Plaintiff is informed and believes, and on that basis alleges, that  
17 eNom did not know that the statements were false and reasonably relied on the  
18 false statements made by Pluto and/or Lead Networks and did transfer the  
19 firstamerican.com domain away from Plaintiff and to Pluto and/or Lead  
20 Networks.

21 159. Pluto's and/or Lead Networks' fraud has caused and will continue  
22 to cause damage to Plaintiff, including lost profits.

23 NINTH CAUSE OF ACTION  
24 (Against Pluto and Lead Networks)

25 Breach of Contract

26 160. Plaintiff realleges and incorporates by reference Paragraphs 1  
27 through 159 as though fully set forth herein.

28 ///

1 161. The actions of Pluto and/or Lead Networks described above, and  
2 specifically their refusal to sign a settlement agreement, their refusal to dismiss  
3 the India lawsuit, and their fraudulent reacquisition of the firstamerican.com  
4 domain from eNom constitute a breach of contract.

5 162. As alleged above and through emails between Plaintiff and Pluto,  
6 and/or their attorneys, Plaintiff and Pluto reached a settlement agreement.

7 163. Through the settlement agreement, Plaintiff was to place money in  
8 an escrow account and release it to Pluto once Pluto had met its obligations.  
9 Plaintiff complied with its obligations to set up and deposit money into the  
10 escrow account. Plaintiff has not been required to release the money because  
11 the conditions precedent have not been met.

12 164. Pluto and/or Lead Networks, through the settlement agreement,  
13 were required to transfer the firstamerican.com domain name to Plaintiff,  
14 dismiss the Indian lawsuit, and sign a settlement agreement agreeing not to file  
15 any additional lawsuits against Plaintiff. Pluto breached this agreement at least  
16 by refusing to sign a settlement agreement and by illegally causing the  
17 firstamerican.com domain to be transferred back to Pluto and/or Lead Networks.  
18 This illegal transfer was caused by knowing misrepresentations to eNom that  
19 the initial transfer had been a mistake.

20 165. By reason of the above actions, and as a foreseeable, direct, and  
21 proximate result of Pluto's breach of the settlement agreement, Plaintiff has  
22 suffered irreparable injury to its rights and pecuniary damages, and Plaintiff will  
23 continue to suffer such injury, loss, and damage unless and until Pluto is  
24 enjoined from further breach.

25 166. Plaintiff is therefore entitled to damages as provided by law as well  
26 as specific performance under the contract, transferring the firstamerican.com  
27 domain to Plaintiff.

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TENTH CAUSE OF ACTION  
(Against Pluto and Lead Networks)

Tortious Interference with a Contract or Business Expectancy

167. Plaintiff realleges and incorporates by reference Paragraphs 1 through 166 as though fully set forth herein.

168. As alleged herein, Plaintiff and eNom conduct business as domain registrant and registrar, respectively. Upon entering this relationship, Plaintiff and eNom are bound by at least eNom’s Registration Agreement, found at <http://www.enom.com/terms/agreement.asp>.

169. Plaintiff is informed and believes, and on that basis alleges, that Pluto and/or Lead Networks knew of the contract between Plaintiff and eNom and the business relationship as registrant and registrar, respectively.

170. Through the Registration Agreement, eNom agrees that “only the registrant and the administrative contacts listed in the WHOIS information may approve or deny a transfer.” Additionally, eNom agreed not to complete any transfer within 60 days of a previous transfer.

171. Plaintiff is informed and believes, and on that basis alleges, that Pluto and/or Lead Networks made false and misleading material statements to eNom, on or around May 15, 2009, regarding the ownership of the firstamerican.com domain. Specifically, Pluto and/or Lead Networks represented that the transfer to Plaintiff had been a mistake and that Lead Networks had no authority to transfer the firstamerican.com domain.

172. Plaintiff is informed and believes, and on that basis alleges, that these statements were material to getting eNom to transfer the domain. Pluto and/or Lead Networks knew the statements were false at the time that they made them.

173. Plaintiff is informed and believes, and on that basis alleges, that Pluto and/or Lead Networks made its statements to eNom with the intent to

1 deceive eNom, interfere with the contractual and business relationship between  
2 Plaintiff and eNom, and induce eNom to transfer the firstamerican.com domain  
3 name away from Plaintiff thereby improperly enriching Pluto and/or Lead  
4 Networks and damaging Plaintiff.

5 174. eNom breached the Registration Agreement when it transferred the  
6 firstamerican.com domain to Pluto and/or Lead Networks without the  
7 authorization of Plaintiff.

8 175. By reason of the above actions, and as a foreseeable, direct, and  
9 proximate result of eNom's breach of the Registration Agreement, Plaintiff has  
10 suffered irreparable injury to its rights and pecuniary damages, and Plaintiff will  
11 continue to suffer such injury, loss, and damage unless and until Pluto is  
12 enjoined from further breach.

13 176. Plaintiff is therefore entitled to damages as provided by law as well  
14 as injunctive relief.

15 **VII. CLAIMS AGAINST ENOM**

16 **ELEVENTH CAUSE OF ACTION**

17 **(Contributory Cybersquatting)**

18 177. Plaintiff realleges and incorporates by reference Paragraphs 1  
19 through 176 as though fully set forth herein.

20 178. Plaintiff is informed and believes, and on that basis alleges, that  
21 eNom knows or reasonably should know about Lead Networks' illegal  
22 activities, including habitual cybersquatting as to many famous trademarks, as  
23 alleged herein.

24 179. eNom had actual or constructive knowledge that neither Lead  
25 Networks nor Pluto had any genuine right to the use of the firstamerican.com  
26 domain and had no authorization from Plaintiff to use in any way the Plaintiff's  
27 FIRST AMERICAN marks.

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1 180. eNom had actual or constructive knowledge that the  
2 firstamerican.com domain was confusingly similar to Plaintiff's FIRST  
3 AMERICAN marks.

4 181. Plaintiff is informed and believes, and on that basis alleges, that  
5 eNom had actual or constructive knowledge that Pluto and/or Lead Networks  
6 had and would continue to use the firstamerican.com domain to divert for  
7 commercial gain Internet users searching for the Plaintiff's FIRST AMERICAN  
8 marks and/or Plaintiff's products and services.

9 182. Plaintiff is informed and believes, and on that basis alleges, that  
10 eNom had actual or constructive knowledge that transferring its control over the  
11 firstamerican.com domain to Lead Networks would further Lead Networks'  
12 attempts to cybersquat on Plaintiff's FIRST AMERICAN marks.

13 183. eNom was under a duty to Plaintiff to safeguard Plaintiff's rights in  
14 the firstamerican.com domain once it received control of the domain from Pluto  
15 and Lead Networks, including obtaining Plaintiff's approval to transfer a  
16 domain.

17 184. Knowing of Lead Networks' and Pluto's past conduct and their  
18 lack of legitimate rights in the firstamerican.com domain, eNom demanded  
19 indemnity from Pluto and/or Lead Networks before transferring the domain.

20 185. eNom acted recklessly, willfully, and in bad faith in transferring  
21 the firstamerican.com domain to Lead Networks and/or Pluto.

22 186. eNom's conduct alleged herein constitutes contributory  
23 cybersquatting in violation of 15 U.S.C. § 1125(d), entitling Plaintiff to relief.

24 187. By reason of eNom's acts alleged herein, Plaintiff's remedy at law  
25 is not adequate to compensate them for the injuries inflicted by Lead Networks.  
26 Accordingly, Plaintiff is entitled to preliminary and permanent injunctive relief  
27 pursuant to 15 U.S.C. § 1116.

28 ///

1 188. By reason of eNom's acts alleged herein, Plaintiff is entitled to  
2 recover eNom's profits, actual damages and the costs of the action, or statutory  
3 damages under 15 U.S.C. § 1117, on election by Plaintiff, in an amount of one  
4 hundred thousand dollars (\$100,000) per domain name infringement.

5 189. This is an exceptional case making Plaintiff eligible for an award of  
6 attorneys' fees under 15 U.S.C. § 1117.

7 TWELFTH CAUSE OF ACTION

8 Breach of Contract

9 190. Plaintiff realleges and incorporates by reference Paragraphs 1  
10 through 189 as though fully set forth herein.

11 191. The actions of eNom described above, and specifically its transfer  
12 of Plaintiff's firstamerican.com domain to Pluto and/or Lead Networks without  
13 obtaining proper approval from Plaintiff and, upon information and belief,  
14 within 60 days of a previous transfer to eNom constitute a breach of contract.

15 192. As alleged above, Plaintiff and eNom conduct business as domain  
16 registrant and registrar, respectively. Upon entering this relationship, Plaintiff  
17 and eNom are bound by at least eNom's Registration Agreement, found at  
18 <http://www.enom.com/terms/agreement.asp>.

19 193. Through this Registration Agreement, eNom agrees that "only the  
20 registrant and the administrative contacts listed in the WHOIS information may  
21 approve or deny a transfer." Additionally, eNom agreed not to complete any  
22 transfer within 60 days of a previous transfer.

23 194. eNom breached the Registration Agreement when it transferred the  
24 firstamerican.com domain to Pluto and/or Lead Networks without the  
25 authorization of Plaintiff.

26 195. Plaintiff has performed its obligations under the Agreement or has  
27 been justifiably excused from such performance.

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1 196. By reason of the above actions, and as a foreseeable, direct, and  
2 proximate result of eNom's breach of the Registration Agreement, Plaintiff has  
3 suffered irreparable injury to its rights and pecuniary damages, and Plaintiff will  
4 continue to suffer such injury, loss, and damage unless and until Pluto is  
5 enjoined from further breach.

6 197. Plaintiff is therefore entitled to damages as provided by law as well  
7 as injunctive relief.

8 THIRTEENTH CAUSE OF ACTION

9 Conversion

10 198. Plaintiff realleges and incorporates by reference Paragraphs 1  
11 through 197 as though fully set forth herein.

12 199. The actions of eNom described above, and specifically its transfer  
13 of Plaintiff's firstamerican.com domain to Pluto and/or Lead Networks without  
14 obtaining proper approval from Plaintiff constitute conversion of Plaintiff's  
15 property.

16 200. Plaintiff is the rightful owner of the firstamerican.com domain. It  
17 was transferred to eNom by Lead Networks for the benefit of Plaintiff, in or  
18 around March 2009.

19 201. Plaintiff is informed and believes, and on that basis alleges, that  
20 eNom transferred ownership or control of the domain to Pluto and/or Lead  
21 Networks on or about May 15, 2009.

22 202. Plaintiff never provided authorization for such a transfer, and  
23 eNom had no authority to make the transfer.

24 203. By reason of the above actions, and as a foreseeable, direct, and  
25 proximate result of eNom's unauthorized transfer of the firstamerican.com  
26 domain, Plaintiff has suffered irreparable injury to its rights and pecuniary  
27 damages, and Plaintiff will continue to suffer such injury, loss, and damage  
28 unless and until Pluto is enjoined from further breach.

1 204. Plaintiff is therefore entitled to damages as provided by law as well  
2 as injunctive relief.

3 FOURTEENTH CAUSE OF ACTION

4 Contributory False Designation of Origin, Unfair Competition, False  
5 Advertising Under 15 U.S.C. § 1125(a)

6 205. Plaintiff realleges and incorporates by reference Paragraphs 1  
7 through 204 as though fully set forth herein.

8 206. The actions of Pluto and/or Lead Networks described above, and  
9 specifically their use of firstamerican.com, a confusingly similar variation of  
10 Plaintiff's FIRST AMERICAN marks, in interstate commerce to advertise,  
11 promote, market and sell their Internet services and draw business away from  
12 Plaintiff through initial interest confusion constitute false designation of origin,  
13 false advertising and unfair competition, in violation of 15 U.S.C. § 1125(a).

14 207. eNom acted recklessly, willfully, and in bad faith in transferring  
15 the firstamerican.com domain to Lead Networks and/or Pluto with full  
16 knowledge that Pluto and/or Lead Networks had no right to use the  
17 firstamerican.com domain and that their use would infringe Plaintiff's FIRST  
18 AMERICAN marks.

19 208. eNom's acts have damaged Plaintiff's business reputation and  
20 goodwill and/or have allowed Pluto and/or Lead Networks' acts to damage  
21 Plaintiff's business reputation and goodwill.

22 209. eNom's acts have caused, and unless enjoined, will continue to  
23 cause, irreparable harm and injury to Plaintiff's business reputation and  
24 goodwill for which there is no adequate remedy at law. eNom's acts have also  
25 caused, and unless enjoined, will continue to cause, inevitable public confusion  
26 and substantial and irreparable harm to the public for which there is no adequate  
27 remedy at law.

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1 210. Plaintiff is therefore entitled to injunctive relief pursuant to 15  
2 U.S.C. § 1116.

3 211. Pursuant to 15 U.S.C. § 1117, Plaintiff is also entitled to recover  
4 damages in an amount to be determined at trial.

5 212. Upon information and belief, Plaintiff is further entitled to recover  
6 additional treble damages and reasonable attorneys' fees pursuant to 15 U.S.C.  
7 § 1117, since eNom's actions were undertaken willfully and with the intention  
8 of causing confusion, mistake and deception on the part of the public.

9 FIFTEENTH CAUSE OF ACTION

10 Contributory Trademark Dilution Under 15 U.S.C. § 1125(c)

11 213. Plaintiff realleges and incorporates by reference Paragraphs 1  
12 through 212 as though fully set forth herein.

13 214. The actions of Pluto and/or Lead Networks described above, and  
14 specifically their use of firstamerican.com, a confusingly similar variation of  
15 Plaintiff's famous FIRST AMERICAN marks, in interstate commerce to  
16 advertise, promote, market and sell their Internet services and draw business  
17 away from Plaintiff constitute dilution, in violation of 15 U.S.C. § 1125(c).

18 215. eNom acted recklessly, willfully, and in bad faith in transferring  
19 the firstamerican.com domain to Lead Networks and/or Pluto with full  
20 knowledge that Pluto and/or Lead Networks had no right to use the  
21 firstamerican.com domain and that their use would dilute Plaintiff's FIRST  
22 AMERICAN marks.

23 216. eNom knew that its transfer of the firstamerican.com domain  
24 would allow Pluto's and/or Lead Networks to resume their activities diluting the  
25 distinctive quality of the famous FIRST AMERICAN marks by destroying the  
26 association between the FIRST AMERICAN marks and Plaintiff's products and  
27 services and/or acted in reckless disregard of this fact, in violation of 15 U.S.C.  
28 § 1125(c).

1 217. eNom's acts have damaged Plaintiff's business reputation and  
2 goodwill and/or have allowed Pluto's and/or Lead Networks' acts to damage  
3 Plaintiff's business reputation and goodwill and unjustly enriched Pluto and/or  
4 Lead Networks.

5 218. eNom's acts have caused, and unless enjoined, will continue to  
6 cause, irreparable harm and injury to Plaintiff, including, but not limited to,  
7 diminution of the value and goodwill associated with the Plaintiff's FIRST  
8 AMERICAN marks and Plaintiff's business, for which there is no adequate  
9 remedy at law. Plaintiff is therefore entitled to injunctive relief pursuant to 15  
10 U.S.C. § 1116.

11 219. Pursuant to 15 U.S.C. § 1117, Plaintiff is also entitled to recover  
12 damages in an amount to be determined at trial.

13 220. Plaintiff is further entitled to recover additional treble damages and  
14 reasonable attorneys' fees pursuant to 15 U.S.C § 1117, since eNom's actions  
15 were undertaken willfully and with the intention of causing confusion, mistake  
16 and deception on the part of the public.

17 SIXTEENTH CAUSE OF ACTION

18 Contributory Unfair Competition (Washington)

19 221. Plaintiff realleges and incorporates by reference Paragraphs 1  
20 through 220 as though fully set forth herein.

21 222. The actions of Pluto and/or Lead Networks described above, and  
22 specifically their use of firstamerican.com, a confusingly similar variation of  
23 Plaintiff's FIRST AMERICAN marks, to advertise, promote, market and sell  
24 their Internet services constitute infringement of Plaintiff's FIRST AMERICAN  
25 marks, in violation of RCW § 19.86.020.

26 223. Pluto's and/or Lead Networks' unauthorized use in interstate  
27 commerce of "firstamerican.com" is likely to cause confusion, mistake and  
28 deception on the part of consumers as to their affiliation, connection, or

1 association with Plaintiff, and to cause confusion, mistake and deception as to  
2 the true origin, sponsorship, or approval of Pluto's and/or Lead Networks'  
3 products or services. Specifically, for example, Pluto's and/or Lead Networks'  
4 unauthorized use in interstate commerce of "firstamerican.com" is likely to  
5 cause initial interest confusion for Internet browsers seeking information from  
6 Plaintiff, First American.

7 224. eNom acted recklessly, willfully, and in bad faith in transferring  
8 the firstamerican.com domain to Lead Networks and/or Pluto with full  
9 knowledge that Pluto and/or Lead Networks had no right to use the  
10 firstamerican.com domain and that their use would be likely to cause confusion,  
11 mistake and deception on the part of consumers as to their affiliation,  
12 connection, or association with Plaintiff, and to cause confusion, mistake, and  
13 deception as to the true origin, sponsorship, or approval of Pluto's and/or Lead  
14 Networks' products or services, constituting infringement of Plaintiff's FIRST  
15 AMERICAN marks, in violation of RCW § 19.86.020.

16 225. eNom's acts have damaged Plaintiff's business reputation and  
17 goodwill and/or have allowed Pluto's and/or Lead Networks' acts to damage  
18 Plaintiff's business reputation and goodwill, and have a tendency to or actually  
19 have caused Plaintiff to lose customers, and have unjustly enriched Pluto and/or  
20 Lead Networks.

21 226. Pluto's and/or Lead Networks' acts have caused, and unless  
22 enjoined, will continue to cause, irreparable harm and injury to Plaintiff's  
23 business reputation and goodwill for which there is no adequate remedy at law.  
24 Pluto's and/or Lead Networks' acts also have caused, and unless enjoined, will  
25 continue to cause, inevitable public confusion and substantial and irreparable  
26 harm to the public for which there is no adequate remedy at law. Plaintiff is  
27 therefore entitled to injunctive relief.

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1 227. Plaintiff is also entitled to recover damages in an amount to be  
2 determined at trial, including, but not limited to, the costs of this action pursuant  
3 to RCW § 19.86.090.

4 228. Plaintiff is further entitled to recover treble damages from eNom  
5 and recover its costs and attorneys fees, also pursuant to RCW § 19.86.090.

6 SEVENTEENTH CAUSE OF ACTION

7 Contributory Unfair Competition (Common Law)

8 229. Plaintiff realleges and incorporates by reference Paragraphs 1  
9 through 228 as though fully set forth herein.

10 230. The actions of Pluto and/or Lead Networks described above, and  
11 specifically their use of firstamerican.com, a confusingly similar variation of  
12 Plaintiff's FIRST AMERICAN marks, to advertise, promote, market and sell  
13 their Internet services constitute infringement of Plaintiff's FIRST AMERICAN  
14 marks, in violation of the common law of the State of Washington.

15 231. eNom acted recklessly, willfully, and in bad faith in transferring  
16 the firstamerican.com domain to Lead Networks and/or Pluto with full  
17 knowledge that Pluto and/or Lead Networks had no right to use the  
18 firstamerican.com domain and that their use would be likely to cause confusion,  
19 mistake and deception on the part of consumers as to their affiliation,  
20 connection, or association with Plaintiff, and to cause confusion, mistake, and  
21 deception as to the true origin, sponsorship, or approval of Pluto's and/or Lead  
22 Networks' products or services, constituting infringement of Plaintiff's FIRST  
23 AMERICAN marks.

24 232. eNom's acts have damaged and/or allowed Pluto's and/or Lead  
25 Networks' acts to damage Plaintiff's business reputation and goodwill.

26 233. eNom's acts have caused, and unless enjoined, will continue to  
27 cause, irreparable harm and injury to Plaintiff's business reputation and  
28 goodwill for which there is no adequate remedy at law. eNom's acts also have

1 caused, and unless enjoined, will continue to cause, inevitable public confusion  
2 and substantial and irreparable harm to the public for which there is no adequate  
3 remedy at law. Plaintiff is therefore entitled to injunctive relief.

4 234. Plaintiff is also entitled to recover damages in an amount to be  
5 determined at trial.

6 **VIII. IN REM CLAIM**

7 **EIGHTEENTH CAUSE OF ACTION**

8 (In the Alternative, against the Defendant Domain Names)

9 In Rem Action for Forfeiture, Cancellation, or Transfer of Domain Names

10 Under 15 U.S.C. § 1125(d)(2)

11 235. Plaintiff realleges and incorporates by reference Paragraphs 1  
12 through 234 as though fully set forth herein.

13 236. The Defendants Pluto, Lead Networks, and eNom own no  
14 trademark rights in and no trademark registrations for the Plaintiff's FIRST  
15 AMERICAN marks in the United States.

16 237. Pluto and/or Lead Networks continued registration or use of  
17 firstamerican.com domain with bad faith intent to profit constitutes a violation  
18 of 15 U.S.C. § 1125(d)(1) & (2), which protect the owner of U.S. trademarks and  
19 prohibits registration of Internet domain names that are confusing similar to any  
20 trademark or dilutive of any famous trademark.

21 238. As alleged above, under 15 U.S.C. § 1125(d)(2)(A)(i) the  
22 firstamerican.com domain violates Plaintiff's rights in the FIRST AMERICAN  
23 marks.

24 239. Plaintiff is informed and believes, and on that basis alleges, that  
25 with respect to the domain, Plaintiff is unable through the means prescribed by  
26 15 U.S.C. § 1125(d)(2)(A)(ii)(II) to find a person who would have been a  
27 defendant in a civil action under 15 U.S.C. § 1125(d)(1) regarding such domain,

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1 rendering such domain amenable to an *in rem* action under 15 U.S.C.  
2 § 1125(d)(2).

3 240. Plaintiff is informed and believes, and on that basis alleges, that  
4 with respect to firstamerican.com, Plaintiff is unable to obtain *in personam*  
5 jurisdiction over a person who would have been a defendant in a civil action  
6 under 15 U.S.C. § 1125(d)(1) regarding such domain, rendering such domain  
7 amenable to an *in rem* action under 15 U.S.C. § 1125(d)(2).

8 **IX. PRAYER FOR RELIEF**

9 Wherefore Plaintiff respectfully prays as follows:

- 10 a. For a judgment that Pluto committed cybersquatting;  
11 b. For a judgment that Pluto committed trademark infringement;  
12 c. For a judgment that Pluto committed trademark dilution;  
13 d. For a judgment that Pluto has unfairly competed with Plaintiff;  
14 e. For a judgment that Pluto committed fraud against Plaintiff;  
15 f. For a judgment that Pluto breached the settlement agreement  
16 negotiated between Plaintiff and Pluto;  
17 g. For a judgment that Lead Networks committed cybersquatting;  
18 h. For a judgment that Lead Networks contributed to Pluto's  
19 cybersquatting;  
20 i. For a judgment that Lead Networks committed trademark  
21 infringement;  
22 j. For a judgment that Lead Networks committed trademark dilution;  
23 k. For a judgment that Lead Networks has unfairly competed with  
24 Plaintiff;  
25 l. For a judgment that Lead Networks committed fraud against  
26 Plaintiff;  
27 m. For a judgment that eNom contributed to Pluto's and/or Lead  
28 Networks' cybersquatting;

- 1 n. For a judgment that eNom breached its contract with Plaintiff;
- 2 o. For a judgment that eNom contributed to Pluto's and/or Lead  
3 Networks' trademark infringement;
- 4 p. For a judgment that eNom contributed to Pluto's and/or Lead  
5 Networks' trademark dilution;
- 6 q. For a judgment that eNom contributed to Pluto's and/or Lead  
7 Networks' unfair competition with Plaintiff;
- 8 r. For an order that Defendants transfer the firstamerican.com domain  
9 to Plaintiff;
- 10 s. For a preliminary injunction, and thereafter a permanent injunction,  
11 enjoining Pluto and Lead Networks, their officers, agents, servants, employees,  
12 and attorneys, and/or any person or entity acting in concert with them, from:
- 13 • registering, holding, using, or maintaining any Internet domain that  
14 is identical or confusingly similar to Plaintiff's FIRST  
15 AMERICAN marks under 15 U.S.C. § 1116;
  - 16 • using any of the Plaintiff's FIRST AMERICAN marks or any  
17 name, mark, or designation confusingly similar thereto;
  - 18 • assisting, aiding or abetting any other person or business entity in  
19 engaging in or performing any of the above-referenced activities;  
20 and
  - 21 • engaging in any acts in violation of the United States trademark  
22 laws, Washington State or common law;
- 23 t. For a preliminary injunction, and thereafter a permanent injunction,  
24 enjoining eNom, its officers, agents, servants, employees, and attorneys, and/or  
25 any person or entity acting in concert with it, from:
- 26 • transferring any Internet domain that is identical or confusingly  
27 similar to Plaintiff's FIRST AMERICAN marks under 15 U.S.C.  
28 § 1116; and

1           • assisting, aiding or abetting any other person or business entity in  
2           engaging in cybersquatting, trademark infringement, trademark  
3           dilution, or unfair competition, with respect to Plaintiff's FIRST  
4           AMERICAN marks;

5           u.     That Plaintiff be awarded its full costs and reasonable attorneys'  
6           fees in accordance with 15 U.S.C. § 1117(a) and/or RCW § 19.86.090;

7           v.     For a judgment that Pluto, Lead Networks, and eNom be ordered to  
8           account to Plaintiff for any and all profits derived by any of them and all  
9           damages sustained by Plaintiff as a consequence of the acts complained of  
10          herein;

11          w.     That damages be awarded sufficient to compensate Plaintiff for the  
12          Defendants' conduct;

13          x.     That Pluto, Lead Networks, and/or eNom be ordered to pay  
14          statutory damages under 15 U.S.C. § 1117(d), on election by Plaintiffs, in an  
15          amount of \$100,000 per domain name infringement;

16          y.     That Pluto, Lead Networks, and/or eNom be ordered to pay actual  
17          damages and that these damages be trebled, pursuant to RCW § 19.86.090;

18          z.     For an award to Plaintiff of any and all other specific, general, and  
19          compensatory damages according to proof;

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**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38(b), FIRST AMERICAN CORPORATION hereby demands a trial by jury of all issues raised by this Complaint that are triable by jury.

Respectfully submitted,  
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 2, 2009 By: /s/ Mauricio Uribe

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