

1 Stephen G. Larson (SBN 145225)
slarson@larsonllp.com
2 Paul A. Rigali (SBN 262948)
prigali@larsonllp.com
3 Catherine S. Owens (SBN 307626)
cowens@larsonllp.com
4 **LARSON LLP**
5 555 South Flower Street, 30th Floor
Los Angeles, California 90071
Telephone: (213) 436-4888
6 Facsimile: (213) 623-2000

7 Attorneys for Plaintiff
LINK FREEDOM GROUP LTD.

9 **UNITED STATES DISTRICT COURT**
10
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 LINK FREEDOM GROUP LTD., a)
13 Malta limited liability company,)

14 Plaintiff,)

15 v.)

16 EASYGROUP LTD, a UK limited)
company,)

17 Defendant.)
18)
19)
20)
21)
22)
23)
24)

Case No. 26-10760

**COMPLAINT FOR
DECLARATORY JUDGMENT**

DEMAND FOR JURY TRIAL

NATURE OF THE ACTION

1
2 1. This is a declaratory judgment action under 28 U.S.C. § 2201 brought
3 by Plaintiff LINK FREEDOM GROUP LTD. (“LFG”) against Defendant
4 EASYGROUP LTD (“EASYGROUP”).

5 2. The dispute centers on EASYGROUP’s attempts to circumvent the
6 internationally recognized authority of the Internet Corporation for Assigned Names
7 and Numbers (“ICANN”) to award generic Top-Level Domain (“gTLD”) names to
8 competing applicants around the world by asserting baseless allegations that LFG’s
9 application for operation of a “.easy” Top-Level Domain will violate the Lanham
10 Act, 15 U.S.C. §§ 10151 *et seq.*

11 3. ICANN is a California-based nonprofit that ensures the stability and
12 security of the Internet’s unique identifier systems by helping coordinate unique
13 identifiers—domain names that function as a virtual address book. As part of this
14 work, ICANN coordinates the Domain Name System (“DNS”) and manages Internet
15 domain names, numbers, and protocol assignments

16 4. Domain name registries are domain name wholesalers; they provide
17 second-level domains to “domain name registrars,” which then act as retailers and
18 provide domain name services for individual, second level domain names to entities
19 and individuals, who are labeled “registrants.” For example, Verisign, Inc., is the
20 registry for the “.com” gTLD; it provides registrars like GoDaddy Inc. or Name.com,
21 Inc. access to the “.com,” gTLD. These registrars in turn provide domain name
22 services for second level domains to “registrants.”

23 5. Entities wishing to serve as a “domain name registry” for a particular
24 gTLD name, like “.data” or “.book,” can submit an application to ICANN.

1 6. In submitting an application for a domain name registry, entities agree
2 to be bound by ICANN's rules. Among other things, those rules authorize ICANN
3 to resolve disputes involving allegations that a domain name infringes a trademark
4 through mandatory administrative proceedings. The ICANN rules are crystal clear.
5 Arbitration under the ICANN rules is the exclusive vehicle for resolving disputes
6 involving a gTLD application submitted to ICANN—not the courts.

7 7. ICANN's dispute resolution provisions directly benefit all applicants
8 that elect to participate in the gTLD application process. By channeling disputes
9 concerning gTLD applications, trademark rights, and related legal claims into a
10 single, uniform dispute resolution framework, those provisions provide applicants
11 with a predictable and consistent mechanism for resolving disputes arising from
12 competing applications. The provisions thereby protect applicants from the
13 uncertainty, expense, and risk of conflicting outcomes that could result from
14 parallel litigation in multiple jurisdictions and, in turn, promote the stability and
15 security of the Internet's unique identifier system.

16 8. Indeed, a central purpose of ICANN's dispute resolution framework is
17 to ensure the consistent, coherent, and uniform resolution of disputes involving
18 gTLD applications across jurisdictions. ICANN adopted the framework to provide
19 all applicants with a common set of rules governing such disputes, and applicants
20 further that purpose when they agree, as a condition of participation in the
21 application process, to be bound by those rules. Thus, both ICANN and
22 participating applicants enter into the dispute resolution agreement with the
23 expectation that it will benefit other applicants by requiring application-related
24 disputes to be resolved within a single, uniform system.

1 9. LFG applied to ICANN to be the domain name registrar for the “.easy”
2 generic Top-Level Domain. So did EASYGROUP. In so doing, both LFG and
3 EASYGROUP entered into a contractual relationship with ICANN in California,
4 both agreed to abide by the terms and conditions of the gTLD application process,
5 and both agreed to resolve disputes about gTLD applications through ICANN’s
6 binding dispute resolution procedures.

7 10. Instead of participating in those procedures, allowing ICANN to award
8 the “.easy” gTLD registry, and submitting any resulting dispute to arbitration,
9 EASYGROUP has threatened LFG with trademark infringement litigation if LFG
10 proceeds with pursuit of its application.

11 11. EASYGROUP specifically asserts that any distribution, sale, or use of
12 a “.easy” domain, by LFG or its customers, will result in LFG being held liable for
13 direct and contributory trademark infringement and EASYGROUP demands that
14 LFG abandon its application for the “.easy” gTLD.

15 12. LFG thus faces a Hobson’s choice: abandon an application that it
16 devoted substantial money, time, and resources into developing, or face trademark
17 litigation even if ICANN awards it the “.easy” registry.

18 13. EASYGROUP, by its threats and demands, is attempting to circumvent
19 the ICANN process, tortiously interfere with LFG’s application, and evade its
20 contractual commitment to resolve application-related disputes through ICANN’s
21 exclusive dispute-resolution mechanisms. That commitment exists precisely to
22 ensure that competing applicants can rely on a uniform and predictable process for
23 resolving disputes concerning gTLD applications, rather than being subjected to
24 fragmented litigation across multiple jurisdictions.

1 Act, 28 U.S.C. § 2201, and California law.

2 19. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§
3 1331, 1332(a)(2), 1338(a), 15 U.S.C. § 1121, and 9 U.S.C. § 203.

4 20. This Court has supplemental subject matter jurisdiction over the
5 California state law claims pursuant to 28 U.S.C. § 1367 because these claims derive
6 from the same common nucleus of operative fact as the federal claims and therefore
7 form part of the same case or controversy.

8 21. This Court has personal jurisdiction over EASYGROUP under
9 California's long-arm statute. Cal. Civ. Proc. Code § 413.10.

10 22. By applying for the ".easy" gTLD through ICANN, EASYGROUP has
11 purposefully entered a contractual agreement with ICANN, a California public
12 benefit corporation headquartered in this District, to participate in a process which
13 will ultimately determine the owner of the ".easy" gTLD.

14 23. In the alternative, this Court has jurisdiction under Fed. R. Civ. P. 4(k)
15 because at least one of LFG's claims arise under federal law; EASYGROUP has
16 minimum contacts with the United States through its provision of services to
17 customers in the United States as confirmed by its numerous sworn statements of
18 use filed with the U.S. Patent and Trademark Office, its threat to assert its U.S.
19 trademark registrations against LFG, its frequent trademark litigation in U.S.
20 Courts; and "exercising jurisdiction is consistent with the United States
21 Constitution and laws." *See* Fed. R. Civ. P. 4(k)(2)(B).

22 24. Venue is proper in this District pursuant to 9 U.S.C. § 204, 28 U.S.C.
23 §§ 1391(b)(1) and (c)(3), 1391(b)(2), and 1391(d).
24

GENERAL ALLEGATIONS

I. The ICANN Framework for Domain Name Registration

25. The internet addressing system relies on the unique assignment and management of Top-Level Domains (“TLDs”), with which internet users are acquainted with in the form of the characters immediately following a dot in, for example, email addresses and website addresses. Prominent examples of TLDs include “.com,” “.net,” and “.gov.”

26. Administration and management of the authoritative assignment of TLDs is vested by international consensus among internet infrastructure providers, civil society, governments, and technologists in ICANN, which has its principal office in this Judicial District at 12025 Waterfront Drive, Suite 300, Playa Vista, California.

27. ICANN delegates operation of each of the TLDs to organizations denominated “registries” who may further contract with others to provide essential domain registry operations.

28. Some of the TLDs delegated by ICANN are administered on behalf of national communities, such as .uk on behalf of the United Kingdom, and .mx on behalf of Mexico. Other TLDs assigned by ICANN are so-called “generic top-level domains,” or “gLTDS” which are delegated to independently-operated registries.

29. In 2026, for the first time in fourteen years, ICANN announced it would receive applications for new gTLDs within an application window running from April 30, 2026, and closing August 12, 2026.

30. The authoritative rules for the ICANN gTLD application process are set forth and governed by ICANN's “New gTLD Program: 2026 Round Applicant

1 Guidebook” (“ICANN AGB”). The version now in effect is dated April 24, 2026.
2 A true and correct copy of the ICANN AGB is attached hereto as Exhibit A.

3 31. The ICANN AGB requires all applicants, as a condition of applying for
4 a gTLD, to agree that the terms of the application shall be subject to the law of the
5 State of California.

6 32. The ICANN AGB also requires that, “in filing an application or an
7 objection, the applicant or objector respectively agree to accept the applicability of
8 the Guidebook, the ICANN Objection and Objection Appeal Procedures, and the
9 DRSP Rules.” Ex. A, ICANN AGB 4.5 at p. 98; *see also id.* at App’x 3 p. 348 (“By
10 filing an Application an Applicant . . . accept[s] the applicability of this
11 Procedure, the 2026 Round Applicant Guidebook, and the applicable DRSP’s
12 Rules”).

13 33. After receiving a gTLD application, ICANN conducts an extensive
14 review of the application, conducts background investigations of the applicants,
15 receives public comments, requests further information from the applicant if
16 required, and administers a comprehensive evaluation process.

17 34. The ICANN AGB also establishes a comprehensive dispute resolution
18 scheme, the ICANN Objection and Objection Appeal Procedures. These procedures
19 provide an exclusive forum for the resolution of disputes premised on “legal rights,”
20 including allegations that an applied-for gTLD would constitute trademark
21 infringement. *See* Ex. A, ICANN AGB 4.5.2.2 at 103 (detailing which entities have
22 standing to raise a legal rights objection, including trademark holders); *see also*
23 4.5.10.2.2 at 124 (enumerating the principles used to adjudicate “trademark-based
24 objections.”).

1 35. Pursuant to these procedures, any objection to the allocation of a gTLD
2 is “reviewed by a panel of expert(s) designated by the applicable Dispute
3 Resolution Service Provider (“DRSP”). *Id.* 4.5.2 at 102. Rights holders—including
4 “a trademark holder of a registered mark” have standing to file a “Legal Rights
5 Objection.” *Id.* § 4.5.2.2 at 103 & n.126.

6 36. Legal Rights Objections must be brought by the posted deadline date
7 with the World Intellectual Property Organization (“WIPO”), which is the
8 designated DRSP for objections pertaining to legal rights—including alleged
9 trademark infringement. *Id.* § 4.5.3 at 104.

10 37. The WIPO “shall select and appoint the Panel” to decide the objection.
11 *Id.* App’x 3, Art. 12.a at 354.

12 38. The Panel’s determination can be appealed—but only through
13 ICANN’s framework. An Appeal “provides a one-time basis for all relevant parties
14 to challenge a Panel Determination” on an enumerated set of grounds. *Id.* App’x
15 3, at 362. Appellate Panel Determinations are “final” and “not subject to further
16 Appeal.” *Id.* at 372.

17 39. In addition to setting forth comprehensive rules governing the
18 resolution of disputes involving legal rights, the ICANN AGB further prohibits
19 communications between applicants in a “contention set” for the purpose of private
20 resolution of contending applications for the identical gTLD, on penalty of
21 disqualification and permanent prohibition from future applications.

22 40. The ICANN AGB thus sets forth a comprehensive framework for
23 resolving disputes involving alleged trademark infringement that governs when
24 proceedings can be brought and how they will be adjudicated within the application

1 evaluation process. That framework is intended to provide all applicants with a
2 predictable, uniform, and exclusive mechanism for resolving disputes arising from
3 competing gTLD applications, thereby protecting applicants from the uncertainty
4 and inefficiency of parallel proceedings in multiple jurisdictions.

5 41. ICANN has, in short, constructed a closed contractual ecosystem
6 between registry applicants and ICANN within this Judicial District. In this
7 ecosystem, ICANN controls the rules governing the award of domain name
8 registries, the procedures for challenging those awards, and the forum in which such
9 challenges must be heard. Participation in the system is conditioned upon
10 acceptance of those rules, including acceptance of binding arbitral mechanisms
11 designated by ICANN itself.

12 42. The resulting dispute-resolution framework is not designed solely for
13 ICANN's benefit. Rather, it reflects a reciprocal undertaking among applicants that
14 disputes concerning competing legal rights to gTLD applications will be resolved
15 through a common set of procedures and is designated for ensuring that all
16 applicants may rely on a consistent, uniform, and orderly process.

17 43. The closed nature of the system is integral to the functioning of the
18 world wide web. The internet requires a single authoritative voice to administer a
19 global namespace, and ICANN's framework accordingly is designed to ensure that
20 disputes are resolved within a uniform system rather than by a patchwork of courts
21 and regulators applying potentially conflicting standards.

22 44. Permitting applicants to enforce the dispute-resolution obligations
23 undertaken by other applicants as part of that framework furthers those objectives
24 and is consistent with the reasonable expectations of both ICANN and participating

1 applicants, all of whom agreed that application-related disputes would be resolved
2 within the system ICANN established.

3 45. During the 2026 application window, both EASYGROUP and LFG
4 submitted applications to operate “.easy” as a gTLD registry. As such,
5 EASYGROUP and LFG are each bound to use ICANN’s dispute resolution process
6 to resolve disputes involving competing applications for gTLDs.

7 46. That exclusive dispute resolution regime was established for the benefit
8 of all applicants. LFG is therefore an intended third-party beneficiary of
9 EASYGROUP’s agreement to comply with ICANN’s dispute-resolution
10 requirements, just as EASYGROUP is an intended beneficiary of LFG’s reciprocal
11 undertaking.

12 **II. LFG’s gTLD Application for the “.easy” gTLD Does Not Violate**
13 **Trademark Law**

14 47. “Easy” is an adjective denoting ease, simplicity or facilitating rapid
15 understanding.

16 48. LFG believes the “.easy” domain name will be a desirable gTLD for
17 entities seeking an internet address communicating this concept of “ease” or
18 “simplicity,” consistent with the plain and ordinary meaning of the term.

19 49. LFG has no intention of using the gTLD “.easy” or any form of the
20 word “easy” as a trade or service mark. LFG has applied to become a gTLD
21 registry. By definition, the operation of a gTLD registry requires that the gTLD
22 string be made available for lawful use by registrants whose domain names
23 incorporate that string as their top-level domain.

24 50. A gTLD registry such as LFG’s proposed .easy registry, unlike special

1 purpose or chartered TLDs restricted to a particular community of registrants, does
2 not select who may register domain names within a gTLD, does not control the
3 quality or selection of goods or services that may be provided by domain name
4 registrants within the gTLD, and is not the source or origin of goods and services
5 provided by users of the gTLD.

6 51. Thus, operating a gTLD registry inherently does not constitute the use
7 of the gTLD string as a trade or service mark of the registry. Indeed, the entire
8 point of the registry is to encourage use of the gTLD string by unrelated domain
9 registrants for whatever lawful purposes such registrants see fit.

10 52. It follows that the operation of a gTLD registry such as that proposed
11 in connection with the primary meaning of a dictionary word like “.easy” cannot
12 constitute trademark infringement.

13 53. Consistent with these principles, LFG’s application does not include
14 any restrictions on who may register and use domain names in the proposed “.easy”
15 gTLD.

16 **III. LFG Invested Substantially In the gTLD Applications**

17 54. LFG’s application to ICANN was a significant investment and
18 undertaking. The ICANN application fee alone is US \$227,000, and the preparation
19 and filing of the application required LFG to engage specialized consultants and
20 service providers at a cost rivaling that of the application fee.

21 55. LFG has invested more than US \$227,000 in its application to ICANN.

22 56. Subsequent to the close of the ICANN application window, on or about
23 August 13, 2026, LFG publicly announced that it had applied to ICANN for
24 delegation of the “.easy” gTLD to generate public interest in its application among

1 potential future domain registrants, to attract potential investment or marketing
 2 partners, and to gauge public response generally as the application process goes
 3 forward.

4 57. LFG has premised several business dealings and prospective
 5 contractual relationships on the acquisition of gTLDs, including the “.easy” gTLD.
 6 These relationships and the economic advantage that LFG expects to derive from
 7 them have been disrupted by the uncertainty created by EASYGROUP.

8 **IV. EASYGROUP’S OVERREACHING AND UNTENABLE CLAIMS**

9 58. EASYGROUP claims ownership of various US trademark registrations
 10 and foreign equivalents thereof which incorporate the term “easy” in various forms
 11 of representation and under which EASYGROUP claims exclusive rights in the use
 12 of such forms of the word “easy” when used as a trademark.

13 59. EASYGROUP has a history of making untenable claims to the effect
 14 that any use of the word “easy” in an internet domain name constitutes a violation
 15 of its trademark rights.

16 60. EASYGROUP’s expansive claims concerning its rights to internet
 17 domain names have been repeatedly denied in proceedings under the ICANN
 18 Uniform Domain Name Dispute Resolution Policy. These denials have included:

19 **Easygroup Ltd v. Saber Chowdhury et al.**

20 WIPO Case No. D2019-1275

21 <easyfly-express.com> - Complaint Denied

22 <<https://www.wipo.int/amc/en/domains/decisions/text/2019/d2019-1275.html>>

23 **easyGroup Limited v. Easy Group Holdings Limited**

24 WIPO Case No. D2014-2128

<easygroup.com> - Complaint Denied

1 <<https://www.wipo.int/amc/en/domains/decisions/text/2014/d2014-2128.html>>

2
3 **Easygroup IP Licensing Limited v. The Carphone Warehouse Limited**

4 WIPO Case No. D2005-0477

5 <[ezeemobile.com](https://www.wipo.int/amc/en/domains/decisions/html/2005/d2005-0477.html)> - Complaint Denied

6 <<https://www.wipo.int/amc/en/domains/decisions/html/2005/d2005-0477.html>>

7 **Easygroup (UK) Limited et al. v. Rencross Technology Limited/Michael Kong**

8 WIPO Case No. D2000-0950

9 <[easycrossing.com](https://www.wipo.int/amc/en/domains/decisions/html/2000/d2000-0950.html)> - Complaint Denied

10 <<https://www.wipo.int/amc/en/domains/decisions/html/2000/d2000-0950.html>>

11 **Easygroup (UK) Limited et al. v. Easymaterial.com Limited**

12 WIPO Case No. D2000-0711

13 <[easymaterial.com](https://www.wipo.int/amc/en/domains/decisions/html/2000/d2000-0711.html)> - Complaint Denied

14 <<https://www.wipo.int/amc/en/domains/decisions/html/2000/d2000-0711.html>>

15 61. For example, in WIPO Case No. D2014-2128, cited above,
16 EASYGROUP was found to have engaged in reverse domain hi-jacking, a species
17 of abuse of process under the ICANN domain dispute policy in connection with its
18 rejected claim that inclusion of “easy” in the subject domain name of that
19 proceeding violated EASYGROUP’s claimed rights in an “EASY” trade or service
20 mark.

21 62. On or about August 18, 2026, EASYGROUP posted an announcement
22 to its website at <[https://easy.com/easygroup-applies-to-icann-for-the-easy-top-](https://easy.com/easygroup-applies-to-icann-for-the-easy-top-level-domain-as-part-of-the-new-gtld-program-2026-round)
23 [level-domain-as-part-of-the-new-gtld-program-2026-round](https://easy.com/easygroup-applies-to-icann-for-the-easy-top-level-domain-as-part-of-the-new-gtld-program-2026-round)>:

24 “easyGroup Ltd, the creator and owner of the easy family of
brands (see www.easy.com and www.easyHistory.info), today

1 announced that it has submitted an application to ICANN for the
2 .easy top-level domain (TLD) as part of the New gTLD Program
3 2026 Round.”

4 63. As a consequence of EASYGROUP’s announcement, LFG reasonably
5 believes that EASYGROUP has submitted a contending application for a “.easy”
6 gTLD to ICANN in this Judicial District. As a result, EASYGROUP has agreed to
7 the contractual terms by which EASYGROUP is required to utilize ICANN’s
8 Objection and Objection Appeals Procedures as the exclusive forum for trademark
9 disputes. Among other things, those procedures require EASYGROUP to refrain
10 from communications with other applicants in a “contention set” for the purpose of
11 privately resolving disputes.

12 64. Due to LFG’s announcement, EASYGROUP became aware that LFG
13 and EASYGROUP are contending for the same gTLD. Under ICANN’s rules and
14 the terms of EASYGROUP’s agreement with ICANN, EASYGROUP is thus
15 prohibited from communicating with LFG to seek the private resolution of a
16 “contention set.” EASYGROUP is further required to submit any dispute about the
17 proper allocation of the “.easy” gTLD—including any disputes related to alleged
18 trademark infringement—to arbitration under ICANN’s rules.

19 65. In defiance of these obligations, EASYGROUP directed a letter to LFG
20 dated August 24, 2026 attached as Exhibit B. The letter demands that LFG
21 “withdraw [its] application for the .easy TLD . . . by or before 9 September 2026.”

22 66. EASYGROUP’s demand letter alleges that it owns significant
23 trademark rights in the United States and abroad, and claims that such rights in the
24 United States and abroad entitle it to enjoin operation of a “.easy” gTLD registry

1 by anyone other than itself. These are precisely the determinations committed to
2 ICANN pursuant to the ICANN application process.

3 67. EASYGROUP's demand letter identifies 20 U.S. federal trademark
4 registrations as providing support for EASYGROUP'S allegations of trademark
5 infringement against LFG. EASYGROUP's demand letter also identifies 25
6 pending U.S. trademark applications even though pending trademark applications
7 confer no substantive rights under the Lanham Act.

8 68. EASYGROUP's wide ranging allegations of infringement of U.S.
9 trademarks range from assertion of the mark STELIOS to the mark
10 EASYHOSTEL.COM PART OF THE EASY FAMILY OF BRANDS (and
11 Design). *See* Exhibit B.

12 69. EASYGROUP does not assert that it possesses trademark rights in
13 association with the operation of a domain name registry or domain name registrar.
14 *See id.*

15 70. Despite well-established, settled applicable law, EASYGROUP's
16 demand letter alleges that operation of a ".easy" gTLD registry by LFG is a per se
17 violation of its claimed trademark rights, and that the use of any domain name
18 utilizing a ".easy" gTLD would be a violation of its rights to which LFG would be
19 a contributory infringer. *See id.*

20 71. EASYGROUP threatened that, if LFG does not withdraw the ".easy"
21 application that LFG has filed with ICANN in this Judicial District, EASYGROUP
22 "has a very substantial brand protection budget and it will not hesitate to use it to
23 protect its intellectual property rights" including by seeking to enjoin LFG's
24 application anywhere "in the world." *See id.*

72. EASYGROUP invited LFG to reply to its demand letter, despite the prohibition on communications between parties in a “contention set” as set forth in the parties’ respective contracts with ICANN. *See id.*

73. EASYGROUP has thus placed LFG in an impossible position. LFG invested substantial time, resources, and effort in its application. EASYGROUP demands that LFG abandon its efforts or risk the real and immediate threat of litigation anywhere in the world.

74. In so doing, EASYGROUP has violated the terms of its contractual obligation to ICANN to refer disputes regarding gTLD awards to arbitration and undermined the very purpose of ICANN' exclusive dispute-resolution framework: ensuring that competing applicants resolve application-related disputes through a uniform and predictable process rather than through fragmented litigation across multiple jurisdictions.

COUNT I
Declaratory Judgment that EASYGROUP's Claims
Are Subject to Arbitration

75. LFG repeats and realleges the foregoing paragraphs as if set forth fully herein.

76. EASYGROUP and LFG each applied for the “.easy” gTLD with ICANN.

77. EASYGROUP and LFG thereby each agreed to be bound by ICANN’s rules and procedures. *See* AGB 4.5 at 98 (“In filing an application . . . the applicant . . . agree[s] to accept the applicability of the Guidebook, the ICANN Objection and Objection Appeal Procedures, and the DRSP Rules.”).

78. ICANN's dispute-resolution procedures are intended to benefit all

1 applicants participating in the gTLD process, including applicants in contention for
2 the same gTLD string. By requiring application-related disputes to be resolved
3 through a single, uniform process, ICANN's procedures provide applicants with a
4 predictable mechanism for resolving objections and competing claims.

5 79. A motivating purpose of ICANN's dispute resolution framework is to
6 ensure that applicants can rely on the consistent and orderly resolution of
7 application-related disputes through designated dispute-resolution service
8 providers rather than through litigation in multiple jurisdictions applying
9 potentially conflicting standards.

10 80. Applicants, including EASYGROUP and LFG, further that purpose by
11 agreeing, as a condition of participating in the gTLD application process, to submit
12 application-related disputes to the binding, neutral dispute-resolution procedures
13 established by ICANN.

14 81. The dispute-resolution framework thus reflects a reciprocal
15 undertaking among applicants, each of whom agrees to resolve application-related
16 disputes through ICANN's designated procedures so that all applicants may receive
17 the benefit of a uniform and predictable system for the adjudication of competing
18 claims.

19 82. ICANN's procedures require that objections, including objections
20 based on alleged trademark infringement, to applications for gTLDs must be
21 referred to arbitration by one of ICANN's designated dispute resolution service
22 providers. *See id.* at 4.5.2.2; 4.5.3 (“[t]o trigger a dispute resolution proceeding, an
23 objection must be filed . . . directly with the appropriate DRSP for each objection
24 ground.”).

1 83. LFG is an intended beneficiary of EASYGROUP’s agreement to
2 comply with ICANN’s dispute-resolution procedures because those procedures
3 were adopted to provide applicants, including competing applicants, with a uniform
4 and predictable mechanism for resolving application-related disputes and because
5 the effectiveness of that framework depends on each applicant honoring its
6 commitment to utilize ICANN’s designated dispute-resolution process to resolve
7 disputes over gTLD applications.

8 84. A court must enforce an agreement to arbitrate if: (i) there is a valid
9 agreement to arbitrate; that (ii) encompasses the dispute at issue. *Chiron Corp. v.*
10 *Ortho Diagnostic Sys., Inc.*, 207 F.3d 1126, 1130 (9th Cir. 2000).

11 85. EASYGROUP’s claims that LFG’s application for the “.easy” gTLD
12 violate EASYGROUP’s trademarks are objections to LFG’s application based on
13 EASYGROUP’s alleged legal rights and, thus, must be submitted to arbitration
14 conducted by the World Intellectual Property Organization as ICANN’s designated
15 DSRP. *See* AGB 4.5.3 at 104.

16 86. Permitting LFG to enforce EASYGROUP’s agreement to arbitrate
17 disputes involving EASYGROUP’s alleged legal right to the “.easy” gTLD furthers
18 the objectives of ICANN’s dispute resolution framework and the reasonable
19 expectations of both ICANN and participating applicants, who agreed that disputes
20 concerning gTLD applications would be resolved exclusively through the
21 arbitration mechanisms established by ICANN.

22 87. There exists an actual, ripe, and justiciable controversy between the
23 parties concerning the arbitrability of EASYGROUP’s claims.

24 88. LFG seeks a judicial declaration that EASYGROUP’s claims are

1 subject to the mandatory arbitration provisions set forth in ICANN's dispute
2 resolution framework and that ICANN's dispute resolution framework provides the
3 exclusive means of resolving EASYGROUP's claims.

4 **COUNT II**

5 **In the Alternative, Declaratory Judgment that LFG's Application**
6 **Does Not Violate the Lanham Act**

7 89. LFG repeats and realleges the foregoing paragraphs as if set forth fully
8 herein.

9 90. EASYGROUP has engaged in conduct that gives rise to a real and
10 reasonable apprehension on the part of LFG that it will face an action for injunctive
11 relief and/or damages for trademark infringement under the Lanham Act. *See* 15
12 U.S.C. § 1114(1); 15 U.S.C. § 1125.

13 91. EASYGROUP has represented that it is the sole and exclusive owner
14 of the "easy" mark; that LFG's acquisition, use, or sale of ".easy" domains will be
15 deemed confusingly similar; that all use of ".easy" domains by LFG's customers
16 will constitute contributory infringement by LFG; and that it will pursue legal
17 action against LFG globally unless LFG terminates its application for the ".easy"
18 gTLD.

19 92. LFG denies any wrongdoing. The dispute between LFG and
20 EASYGROUP is substantial, definite, immediately, and not hypothetical.

21 93. LFG seeks a declaration of non-infringement with respect to its
22 application for the ".easy" gTLD so that it can proceed with its business plans
23 without the continuing risk of litigation by EASYGROUP. The parties have adverse
24 legal interest of sufficient immediacy and reality to warrant the issuance of a

1 declaratory judgment.

2 94. LFG's application to ICANN seeking delegation of a ".easy" TLD by
3 ICANN does not infringe any right of EASYGROUP arising under any of its U.S.
4 trademark registrations or alleged rights arising under common law.

5 95. LFG's proposed operation of a ".easy" gTLD registry would not
6 constitute a trademark use of the word "easy" and thus cannot be considered to
7 violate any cognizable trade or service mark right of EASYGROUP under the
8 Lanham Act.

9 96. The registration and use of second-level domain names in a ".easy"
10 TLD by prospective registrants thereof does not constitute per se violation of any
11 cognizable trade or service mark right of EASYGROUP under the Lanham Act or
12 under the Anticybersquatting Consumer Protection Act (ACPA) embodied therein.

13 97. As a neutral provider of registry services, the gTLD registry which LFG
14 intends to operate would be immune from claims arising as a consequence of
15 registration and use of domain names by the individual registrants thereof under 15
16 USC §1114(2)(D)(iii) ("A domain name registrar, a domain name registry, or other
17 domain name registration authority shall not be liable for damages under this
18 section for the registration or maintenance of a domain name for another absent a
19 showing of bad faith intent to profit from such registration or maintenance of the
20 domain name.").

21 **COUNT III**

22 **In the Alternative, Tortious Interference**

23 98. LFG repeats and realleges the foregoing paragraphs as if set forth fully
24 herein.

1 99. In applying for the “.easy” gTLD, LFG has entered into a contractual
2 and economic relationship with ICANN, with the reasonably probable expectation
3 that its application will be adjudicated through ICANN’s procedures, ultimately
4 resulting in a prospective economic benefit: namely, the acquisition of the “.easy”
5 gTLD.

6 100. EASYGROUP is aware of LFG’s application, as demonstrated by
7 EASYGROUP’s demand that LFG abandon its application for the “.easy” gTLD.

8 101. By threatening trademark infringement litigation before proceeding
9 through ICANN’s Objection and Objection Appeal Procedures, EASYGROUP is
10 intentionally trying to both end-run the mandatory ICANN procedures and deprive
11 LFG of the opportunity to acquire the “.easy” gTLD by forcing it to abandon its
12 application.

13 102. EASYGROUP’s threats have disrupted LFG’s relationship with
14 ICANN by instigating a dispute outside the gTLD dispute resolution process,
15 subverting LFG’s expectations for the application process and the agreements that
16 both parties have with ICANN. By engaging with LFG, EASYGROUP is arguably
17 in breach of its agreement with ICANN, but without launching this litigation, LFG
18 will have no way to defuse EASYGROUP’s litigation threats (which it has
19 promised to launch no matter what ICANN decides) or bring it back within the
20 auspices of the ICANN process.

21 103. The resulting uncertainty has generated extensive costs for LFG in
22 terms of planning around and for prospective litigation and further knock-on
23 disruptions to LFG’s relationships with potential outside investors and service
24 providers.

104. LFG has economic and contractual relationships with a multiplicity of outside investors and services providers, and it expects to derive a prospective economic advantage from those relationships premised on its acquisition of the “easy” gTLD, as well as other gTLDs.

105. EASYGROUP is aware of these relationships because LFG has publicly announced its business plan to acquire a variety of gTLDs and make them available for investment opportunities as well as distributing them to service providers.

106. EASYGROUP has again intentionally sought to disrupt these relationships by threatening litigation over the “.easy” gTLD.

107. This has caused the loss of business dealings that LFG would have reasonably expected to secure but for EASYGROUP's interference.

PRAYER FOR RELIEF

WHEREFORE, LFG prays that this court grant relief in the form of:

(a) a Declaration that EASYGROUP's claims of trademark infringement must be arbitrated through ICANN's Objections and Appeals Procedure, as provided for in the ICANN AGB;

(b) in the alternative, a Declaration that LFG’s application to ICANN does not violate any cognizable trade or service mark right claimed by EASYGROUP relative to such application and that eventual launch and operation of a “.easy” TLD by LFG in accordance with a delegation thereof by ICANN under a registry agreement in this Judicial District does not violate any cognizable trade or service mark right claimed by EASYGROUP;

(c) an Injunction against further communications by EASYGROUP to

1 LFG or others with the purpose of threatening costly consequences absent the
2 abandonment of a contractual right to evaluation of the application LFG has made
3 to ICANN in this Judicial District;

4 (d) an Injunction against further communications by EASYGROUP to
5 LFG violating the respective Parties' pre-existing contractual obligation to ICANN
6 prohibiting each of the Parties from engaging in communications for the purpose
7 of resolving "contention sets" outside of the procedures in which both Parties have
8 contracted with ICANN to submit and engage;

9 (e) An award of actual and compensatory damages be awarded in favor of
10 LFG against EASYGROUP;

11 (f) That the Court order an award of costs and reasonable attorneys' fees,
12 pursuant to 15 U.S.C. § 1117(a), or as otherwise permitted by law, incurred by LFG
13 in connection with this action;

14 (g) That LFG be awarded pre-judgment interest and post-judgment interest
15 on the above damages awards; and

16 (h) That the Court order an award to LFG of such other and further relief
17 as the Court may deem just and proper.

18 **DEMAND FOR JURY TRIAL**

19 LFG demands trial by jury as to all issues so triable.
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Respectfully submitted,

/s/ Stephen G. Larson

Stephen G. Larson (SBN 145225)

slarson@larsonllp.com

Paul A. Rigali (SBN 262948)

prigali@larsonllp.com

Catherine S. Owens (SBN 307626)

cowens@larsonllp.com

LARSON LLP

555 South Flower Street, 30th Floor

Los Angeles, California 90071

Telephone: (213) 436-4888

Facsimile: (213) 623-2000

David E. Weslow (*Pro Hac Vice forthcoming*)

Tatiana Sainati (CA SBN 304750)

WILEY REIN LLP

2050 M Street NW

Washington, DC 20036

Phone: (202) 719-7000

dweslow@wiley.law

tsainati@wiley.law

John Berryhill, Ph.d. (*Pro Hac Vice forthcoming*)

1300 MacDade Blvd., Suite 1

Folsom, PA 19033

Phone: (610)565-5601

john@johnberryhill.com

Attorneys for Plaintiff Link Freedom
Group LTD.