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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

True Names, Ltd. d/b/a Ethereum Name Service, a Singapore corporation, and Virgil Griffith, an individual,

Plaintiff,

v.

GoDaddy, Inc., a Delaware corporation, GoDaddy.com LLC, a Delaware corporation, Dynadot LLC, a California corporation, and Manifold Finance, Inc., a Delaware corporation

Defendants.

Case No. _____

COMPLAINT AND DEMAND FOR JURY TRIAL FOR

- (I) BREACH OF CONTRACT,**
- (II) BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;**
- (III) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**
- (IV) UNFAIR COMPETITION**

INTRODUCTION

1. This case arises from GoDaddy’s breach of its agreement to respect, acknowledge, and protect the duly registered and extremely valuable eth.link domain name. The eth.link domain, which facilitates hundreds of thousands of cryptocurrency transactions by thousands of users, is registered with GoDaddy until July 26, 2023. But GoDaddy unilaterally and willfully announced to eth.link owners that the eth.link domain’s registration with GoDaddy had expired and that absent any further action by the

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1 current registrant, the eth.link domain would revert to the registry, that is be available to
2 others, on September 5, 2022.

3 2. While taking this step was wrong, worse, GoDaddy did not even abide by
4 its own notice. Rather than wait until September 5, 2022, GoDaddy purportedly sold the
5 domain name eth.link to Dynadot LLC on September 3, 2022, without notice to Plaintiffs.
6 In so doing, GoDaddy has deprived Plaintiff True Names Ltd. of its livelihood. The sale
7 will disable a valuable cryptocurrency network and recklessly risk making it available to
8 scores of malicious actors. And the domain name is now purportedly and wrongfully held
9 by Manifold Finance, Inc.

10 3. Eth.link transformed the cryptocurrency market by making it as accessible
11 to users as the internet is today. When the internet was in its infancy, browsing on the
12 internet suffered from major complications. One complication was this: domain names
13 and internet protocol addresses were not in sync. Today, one can type in google.com (a
14 domain name) and navigate directly to that website. But that was not always the case.
15 Instead, in the early days of the internet, one would need to type in a full IP address, which
16 is a string of numbers that look something like this: 12.453.223.678. An innovative
17 computer scientist, however, developed the Domain Name System (DNS). The DNS
18 matches IP addresses with domain names allowing internet users to “surf” the web using
19 names like NFL.com, without resorting to a string of numbers.

20 4. The Ethereum Name Service (ENS) performs the same function as DNS but
21 for cryptocurrency addresses, specifically for transactions involving the cryptocurrency
22 Ethereum. Started in 2017, one using ENS can transact business using a human readable
23 followed by eth, such as vitalik.eth. Prior to ENS, one had to know and type in a wallet
24 address, like 0xd8da6bf26964af9d7eed9e03e53415d37aa96045.

25 5. The eth.link service acts as a gateway between the traditional ‘DNS’
26 namespace and the ENS system. Users with ENS names can host content on them that is
27 accessible to anyone with a web browser by simply appending .link to their name: for
28 example, vitalik.eth.link.

1 longer was an internet user required to remember a string of numbers associated with an
2 IP address.

3 19. Thus, True Names, Ltd. created the Ethereum Name Service (ENS). This
4 service allowed users to trade and exchange cryptocurrency using natural names and
5 language. No longer are users required to remember long random alphanumeric strings
6 that are associated with a cryptocurrency wallet.

7 20. A key factor in making this system widely available is providing a ‘gateway’
8 to facilitate the use of ENS through ordinary web browsers.

9 21. To do so, in 2018, Plaintiff Virgil Griffith, for and on behalf of True Names
10 Ltd., registered the domain name eth.link with a company called Uniregistry. Based on
11 information and belief, the agreement then at issue can be found at
12 [https://web.archive.org/web/20180508234623/https://uniregistry.com/legal/registration-](https://web.archive.org/web/20180508234623/https://uniregistry.com/legal/registration-agreement)
13 [agreement](https://web.archive.org/web/20180508234623/https://uniregistry.com/legal/registration-agreement). The Uniregistry agreement provided for automatic renewals of registrations.
14 *See Exhibit A*, Section 2.12 (“... all new Uniregistry accounts have default settings with
15 automatic renewal enabled”).

16 22. In 2020, GoDaddy, Inc. acquired Uniregistry. GoDaddy.com LLC, a
17 subsidiary of GoDaddy, Inc. also has registration agreement. A copy of one last revised
18 April 5, 2022, can be found at [https://www.godaddy.com/legal/agreements/domain-name-](https://www.godaddy.com/legal/agreements/domain-name-registration-agreement)
19 [registration-agreement](https://www.godaddy.com/legal/agreements/domain-name-registration-agreement). *See Exhibit B*. It too provides for automatic renewals. *Id.* at
20 Section 3(B) (“Automatic Renewal is the default setting.”).

21 23. Both the Uniregistry agreement and the GoDaddy agreement provided
22 Plaintiff True Names Ltd. the right to use the eth.link domain name.

23 24. Since 2018, as reflected in information gathered and obtained by Whois.com
24 (which tracks registrations) the eth.link domain name has been renewed. *See Exhibit C*.

25 25. On July 31, 2022, Plaintiff Griffith received a notice that the eth.link domain
26 registration had expired. The same notice provided that there was an ability to renew the
27 domain name. *See Exhibit G*.

1 26. Then on August 3, 2022, Whois.com reflects that the eth.link domain was
2 re-registered on or about July 26, 2022 with an expiration date of July 26, 2023. *See*
3 **Exhibit C**.

4 27. Counsel for Plaintiffs contacted GoDaddy twice on August 3, 2022, to
5 discuss manual renewal of the domain eth.link. GoDaddy did not answer Plaintiffs' email.
6 *See Exhibit D*.

7 28. On August 25, 2022, Defendant GoDaddy.com LLC publicly announced on
8 its website that the domain registration for eth.link "expired" on July 26, 2022. It also
9 stated that the domain would "be returned to the registry on Sept. 5, 2022, absent a renewal
10 by the current registrant." GoDaddy's statement is available at <https://aboutus.godaddy.net/newsroom/company-news/news-details/2022/GoDaddy-Statement-on-eth.link-Domain-Registration/default.aspx>. *See Exhibit E*.

11 29. When a domain goes back to the registry, it is available for use by any person
12 that registers that domain. In other words, Plaintiffs would no longer have use of that
13 domain. Furthermore, existing users of the domain, including over 1 million of Plaintiffs'
14 customers, could and would find their use utterly disrupted rendering them unable to use
15 that domain to facilitate cryptocurrency transactions.

16 30. On September 1, 2022, counsel for Plaintiffs again wrote to GoDaddy to
17 address the issue of the eth.link domain registration status, including detailing the efforts
18 taken on behalf of True Names Ltd. and Mr. Griffith to manually renew the domain
19 registration. In a letter addressed to the legal department of Defendant GoDaddy.com
20 LLC, counsel noted that Plaintiffs wished to renew the registration and had tried various
21 methods to contact Defendant and resolved the issue to no avail. *See Exhibit F*.

22 31. In addition to noting the efforts to avoid having the eth.link domain name
23 returned to the registry, counsel noted the harm to the 2 million ENS addresses that can
24 rely on the eth.link domain name.

25 32. Counsel for Plaintiffs received no response from GoDaddy.

26 33. Rather than provide any response, on information and belief, on September
27 3, 2022, GoDaddy conducted a sale of the eth.link domain name. Dynadot, an online
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1 auction holder, purported to have purchased the domain from GoDaddy. This sale took
2 place two days prior to the September 5, 2022 date that the GoDaddy Defendants
3 represented would be the date on which the eth.link domain name would be returned to
4 the registry.

5 34. Then, on the same day it allegedly bought the domain, Dynadot conducted
6 a sale-via-auction of the eth.link domain name. The purported purchaser of the eth.link
7 domain name from Dyandot is Defendant Manifold Finance.

8 35. Based on information and belief, the transfer of ownership of the eth.link
9 domain name has not yet taken place.

10 36. Nonetheless, Manifold Finance has made public representations that it has
11 secured ownership interest in the eth.link domain.

12 37. As a result, Plaintiffs have filed this action and seek immediately injunctive
13 relief as well as any attendant damages.

14 **FIRST CLAIM FOR RELIEF**
(Breach of Contract as to GoDaddy Defendants)

15 38. Plaintiffs hereby restate and re-allege the allegations set forth in paragraphs
16 1 through 37 above and incorporate them by reference.

17 39. In 2018, Plaintiff Virgil Griffith registered the domain name eth.link for and
18 on behalf of True Names Ltd. subject to the terms of Domain Name Registration
19 Agreement. (“Agreement”). A copy of the Agreement last revised April 5, 2022, can be
20 found at the following link [https://www.godaddy.com/legal/agreements/domain-name-](https://www.godaddy.com/legal/agreements/domain-name-registration-agreement)
21 [registration-agreement](https://www.godaddy.com/legal/agreements/domain-name-registration-agreement). *See Exhibit B.*

22 40. That Agreement provided for automatic renewal, which Plaintiffs
23 understood happened on or around July 26, 2022.

24 41. Even were there no automatic renewal, Plaintiffs have a right under the
25 terms of the Agreement to manually renew a registration.

26 42. Defendants have failed to automatically renew the registration and have
27 refused to allow manual renewal in violation of the terms of the Agreement.
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1 43. Plaintiffs have performed all of their obligations under the parties'
2 contractual agreement.

3 44. Accordingly, Plaintiffs are entitled to damages incurred in an amount to be
4 proven at trial, but that exceeds \$75,000.

5 45. Furthermore, Defendants' conduct unless enjoined and restrained by the
6 Court will cause irreparable harm to Plaintiffs, which has no adequate remedy of law.
7 Therefore, Plaintiffs are entitled to a preliminary and permanent injunction.

8 **SECOND CLAIM FOR RELIEF**
9 **(Breach of the Covenant of Good Faith and Fair Dealing as to GoDaddy**
10 **Defendants)**

11 46. Plaintiffs hereby restate and re-allege the allegations set forth in paragraphs
12 1 through 45 above and incorporate them by reference.

13 47. The Agreement provides for two different ways by which a registration can
14 be renewed. One is automatic. The other is manual.

15 48. Defendants have refused or failed to renew Plaintiffs' registrations
16 automatically.

17 49. Moreover, despite various attempts to contact Defendants for the purpose of
18 manually renewing, all attempts to manually renew have been rebuffed.

19 50. Defendants' failure to respond to Plaintiffs' attempts to renew the
20 registration have frustrated the entirety of the Agreement as Defendants now wish to
21 deprive Plaintiffs of a domain registration that by Agreement, and by express admission
22 in Defendants' public announcement, Plaintiffs have a right to renew.

23 51. Accordingly, Plaintiffs are entitled to damages incurred in an amount to be
24 proven at trial, but that exceeds \$75,000.

25 52. Furthermore, Defendants' conduct unless enjoined and restrained by the
26 Court will cause irreparable harm to Plaintiffs, which has no adequate remedy of law.
27 Therefore, Plaintiffs are entitled to a preliminary and permanent injunction.
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THIRD CLAIM FOR RELIEF
(Intentional Interference with Prospective Economic Advantage as to All Defendants)

53. Plaintiffs hereby restate and re-allege the allegations set forth in paragraphs 1 through 52 above and incorporate them by reference.

54. Plaintiffs allow the use of the domain to its users in exchange for a yearly fee.

55. Defendants know that Plaintiffs have these relationships and know that Plaintiffs have renewed these relationships on a yearly basis.

56. Despite knowing this, Defendants refuse, without reason and for the purpose of injuring Plaintiffs, to provide a mechanism by which Plaintiffs can renew its eth.link domain registration.

57. Accordingly, Plaintiffs are entitled to damages incurred in an amount to be proven at trial, but that exceeds \$75,000.

58. Furthermore, Defendants' conduct unless enjoined and restrained by the Court will cause irreparable harm to Plaintiffs, which has no adequate remedy of law. Therefore, Plaintiffs are entitled to a preliminary and permanent injunction.

59. As a result of Defendants' conduct, Plaintiffs are entitled to punitive damages.

FOURTH CLAIM FOR RELIEF
(Unfair Competition as to All Defendants)

60. Plaintiffs hereby restate and re-allege the allegations set forth in paragraphs 1-59 above and incorporate them by reference.

61. Plaintiffs entered into a business transaction with the GoDaddy Defendants through the Agreement.

62. The GoDaddy Defendants took actions contrary to the honest practice in industrial or commercial matters when they refused to allow the domain to automatically renew and also when they refused to engage in good faith communications with Plaintiffs when Plaintiffs attempted to manually renew.

1 B. An order awarding Plaintiffs damages in an amount to be proven at trial, but
2 in an amount no less than \$75,000;

3 C. Prejudgment and post-judgment interest;

4 D. An order awarding Plaintiffs its costs and attorneys' fees to the extent
5 allowed by law;

6 E. A temporary restraining order enjoining Defendants GoDaddy, Inc. and
7 GoDaddy.com LLC, its officers, agents, directors, affiliates, servants, employees, and all
8 persons acting in concert with it, from directly or indirectly allowing the eth.link domain
9 name to expire and/or revert to the domain name registry to be generally available for
10 purchase by third parties;

11 F. A temporary restraining order enjoining Defendants GoDaddy, Inc. and
12 GoDaddy.com LLC from preventing or frustrating Plaintiffs' right, pursuant to
13 GoDaddy's Domain Name Registration Agreement, to renew the registration of the
14 Domain;

15 G. A temporary restraining order enjoining Defendants GoDaddy, Inc.,
16 GoDaddy.com LLC, Dynadot, and Manifold Finance, Inc., their officers, agents, directors,
17 affiliates, servants, employees, and all persons acting in concert with it (collectively
18 "Defendants") from selling or otherwise transferring any ownership interest in the eth.link
19 domain name, or purchasing any ownership interest in the domain, or otherwise accepting
20 transfer of any ownership interest in the domain;

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

24 I. All such further and additional relief, in law or equity, to which Plaintiffs
25 may be entitled or which the Court deems just and proper.

26 Plaintiffs demand a jury trial.
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Dated: September 5, 2022

CROWELL & MORING LLP

By: /s/ Justin D. Kingsolver
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*Attorney for Plaintiffs True Name, Ltd. and
Virgil Griffith*

CERTIFICATE OF SERVICE

I hereby certify that on September 5, 2022, I served the attached document by electronic mail with service to follow on September 6, 2022 via process server on the following:

GoDaddy, Inc.
251 Little Falls Drive
Wilmington, DE 19808
mlau1@godaddy.com
michelelau@yahoo.com
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210 S. Ellsworth Avenue, Unit 345
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kathryn@dynadot.com

/s/Justin Kingsolver
Justin Kingsolver

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