

1. Defendant admits that Plaintiff Right of the Dot, LLC (“ROTD”), an internet domain name auctioneer, has filed a complaint against him for breach of contract, promissory estoppel, and tortious interference with business relationships. Defendant further admits that Plaintiff Bolten Properties, LLC (“Bolten”) has filed a complaint against him for promissory estoppel and tortious interference with a business relationship. Defendant is without knowledge as to whether or not Bolten was the owner and registrant of the domain names in question and on that basis denies such allegation. Defendant admits that he bid on two internet domain names but denies that he was the winning bidder of either of the domain names in question. Defendant admits that he refused to pay ROTD as neither of his bids were the high bid. Defendant denies that he made any promises to pay ROTD and further denies that he materially breached any promises made to ROTD.

2. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

3. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

4. Admitted.

JURISDICTION AND VENUE

5. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

6. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

7. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

FACTUAL ALLEGATIONS

8. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

9. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

10. Defendant admits that on or about February 25, 2021 ROTD served as the auctioneer for certain domain names including fish.com and bird.com. Defendant is without knowledge or information sufficient to either admit or deny the remaining allegations of this Paragraph and on that basis denies any and all such remaining allegations set forth therein.

11. Defendant admits that he is from Queenstown, Maryland and that he was a participant in the auction on that date both as a seller and a buyer who placed bids during the course of the auction. Defendant denies that he is a self-styled internet entrepreneur and that he frequently intervened to drive up bidding on various domain names that went up for auction.

12. Admitted.

13. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

14. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

15. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

16. Denied.

17. Defendant denies that he was the winning bidder on either of the domain names at issue. Defendant is without knowledge or information sufficient to either admit or deny the remaining allegations of this Paragraph and on that basis denies any and all such remaining allegations set forth therein. See Exhibits 1 and 2 attached hereto.

18. Denied.

19. Admit that Cahn reminded Defendant of the Terms of Use after the close of the auction. Defendant denies all remaining allegations set forth in this Paragraph.

20. Denied.

21. Defendant admits that he advised Cahn to reach out to the second-highest bidders but is without knowledge as to whether or not those bidders were no longer interested in the domain names and, on that basis, denies that allegation. Defendant denies all remaining allegations of this Paragraph.

22. Defendant admits that he did not pay his bid because he was not the high bidder at the auction. Defendant denies all remaining allegations of this Paragraph.

23. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

24. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

COUNT ONE BREACH OF CONTRACT

25. Defendant alleges and re-alleges its answers to Paragraphs 1 through 24 as if fully set forth herein.

26. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

27. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

28. Defendant denies that he was the high bidder for either Bird.com or Fish.com. See Exhibits 1 and 2 attached hereto. Defendant denies all remaining allegations of this Paragraph.

29. Defendant denies that he was in breach of any contract entered into with RODT. See Exhibits 1 and 2 attached hereto. Defendant is without knowledge or information sufficient

to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

**COUNT II
PROMISSORY ESTOPPEL**

30. Defendant alleges and re-alleges its answers to Paragraphs 1 through 24 as if fully set forth herein.

31. Notwithstanding the fact that the allegations of this Paragraph are vague, ambiguous, and unintelligible, Defendant denies in their entirety the allegations of this Paragraph.

32. Denied.

33. Denied.

34. Denied that Defendant made any misrepresentations. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

35. Denied that Defendant made any misrepresentations. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

36. Denied that Defendant made any misrepresentations. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

37. Denied that Defendant made any misrepresentations. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

**COUNT THREE
TORTIOUS INTERFERENCE
WITH BUSINESS RELATIONSHIPS**

38. Defendant alleges and re-alleges its answers to Paragraphs 1 through 24 as if fully set forth herein.

39. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

40. Defendant denies that Plaintiff ROTD is a principled, effective marketer and auctioneer of domain names. Defendant is without knowledge or information sufficient to either admit or deny the remaining allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

41. Defendant is without knowledge or information sufficient to either admit or deny the allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

42. Defendant denies that he entered the auction process as a result of the business relationships existing between ROTD and any other person or entity. Defendant denies the remaining allegations of this Paragraph in their entirety.

43. Defendant denies that he entered winning bids for either of the domain names at issue in this case. See Exhibits 1, 2, and 3 attached hereto. Defendant denies all remaining allegations of this Paragraph.

44. Defendant denies that he interfered with any business relationships. Defendant is without knowledge or information sufficient to either admit or deny the remaining allegations of this Paragraph and on that basis denies any and all such allegations set forth therein.

PRAYER FOR RELIEF

45. Defendant denies that Plaintiffs are entitled to any of the damages Prayed for herein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE (Failure to State a Claim)

1. Plaintiffs' claims against LIZMI are barred, in whole or in part, by failing to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE (Lack of Personal Jurisdiction)

2. Plaintiff's Complaint is barred in whole or in part because Defendant never knowingly and voluntarily engaged in any acts by which he agreed to submit to the jurisdiction of this Court.

THIRD AFFIRMATIVE DEFENSE (Fraud/Illegality)

3. Plaintiff's Complaint is barred in whole or in part because the alleged contract at issue in this case was procured under fraudulent circumstances and/or was the product of a fraudulent and illegal auction scheme such that there was never a meeting of the minds with respect to the materials terms at issue in this case.

FOURTH AFFIRMATIVE DEFENSE (Failure to Mitigate Damages)

4. Plaintiffs' claims against LIZMI are barred, in whole or in part, by their failure to mitigate damages.

**FIFTH AFFIRMATIVE DEFENSE
(Plaintiffs' Own Conduct)**

5. Plaintiffs' claims against LIZMI are barred, in whole or in part, by their own conduct, actions, and/or inactions.

**SIXTH AFFIRMATIVE DEFENSE
(Assumption of the Risk)**

6. Plaintiffs' claims against LIZMI are barred, in whole or in part, by their assumption of the risk of their own conduct.

**SEVENTH AFFIRMATIVE DEFENSE
(Waiver/Estoppel)**

7. Plaintiffs' claims against LIZMI are barred, in whole or in part, by the doctrines of waiver and estoppel.

**EIGHTH AFFIRMATIVE DEFENSE
(Unclean Hands)**

8. Plaintiffs' claims against LIZMI are barred, in whole or in part, by the doctrine of unclean hands.

**NINTH AFFIRMATIVE DEFENSE
(Failure of Condition Precedent)**

9. Plaintiffs' claims against LIZMI are barred, in whole or in part, by the failure of a condition precedent giving rise to any claim for damages against this answering Defendant.

**TENTH AFFIRMATIVE DEFENSE
(Misrepresentation)**

10. The Complaint, and each and every cause of action therein, is based upon false claims and misrepresentations, and the true facts when known will result in a denial of the relief sought by the Plaintiffs.

ELEVENTH AFFIRMATIVE DEFENSE
(Vague)

11. The Complaint, and each and every cause of action therein, is vague and ambiguous, and fails for uncertainty.

TWELFTH AFFIRMATIVE DEFENSE
(Excuse)

12. The alleged performance, if any, that was required of this answering Defendant was excused.

THIRTEENTH AFFIRMATIVE DEFENSE
(Obstruction)

13. The alleged performance, if any was required of this answering Defendant, was obstructed and prevented by Plaintiffs and/or their agents, assignors, and assignees whose conduct is imputed to Plaintiffs as a matter of law.

FOURTEENTH AFFIRMATIVE DEFENSE
(Offset)

14. If any damages are found to exist, this answering Defendant is entitled to an offset of the same, whether against Plaintiffs or other persons and/or entities.

FIFTEENTH AFFIRMATIVE DEFENSE
(Ratification)

15. Plaintiffs have ratified, expressly or otherwise, any acts or omissions complained of in the as against this answering Defendant.

SIXTEENTH AFFIRMATIVE DEFENSE
(Speculative)

16. Some or all of the claimed damages sought by way of the Complaint are too speculative, remote and/or too difficult to ascertain.

SEVENTEENTH AFFIRMATIVE DEFENSE
(Plaintiffs Acts/Omissions)

17. The damages alleged in the Complaint were caused, in whole or in part, by the acts and/or omissions of Plaintiffs and/or their agents, assignors, and assignees whose conduct is imputed to Plaintiffs as a matter of law.

EIGHTEENTH AFFIRMATIVE DEFENSE
(Indemnity)

18. If Plaintiffs are entitled to an award of damages this answering Defendant is entitled to indemnity, whether express, implied or equitable, and contribution from third parties whose acts and omissions are the direct and proximate cause of such damages, if any there were.

NINETEENTH AFFIRMATIVE DEFENSE
(Privity)

19. Plaintiffs lack standing to prosecute the instant action as they are not in privity of contract with these answering Defendants.

TWENTIETH AFFIRMATIVE DEFENSE
(Unjust Enrichment)

20. Plaintiffs' Complaint is barred in whole or in part by the doctrine of unjust enrichment.

TWENTY-FIRST AFFIRMATIVE DEFENSE
(Statute of Frauds)

21. The Complaint, and each cause of action alleged therein, is barred in whole or in part by the failure to comply with the statute of frauds.

WHEREFORE, this answering Defendant prays that Plaintiffs take nothing by way of the Complaint; that said answering Defendant has judgment entered in their favor and against Plaintiffs and recover his costs of suit and attorney fees; and for such other and further relief which the Court may deem just and proper.

Dated: May 24, 2021

By: David Lizmi

DAVID LIZMI,
In Pro Se

Defendant Lizmi hereby submits the following Counterclaim for fraud, breach of contract, and conversion as against ROTD and conspiracy as to ROTD and Bolten.

COUNTERCLAIM

PARTIES

1. Counterclaimant ("Lizmi") is a resident of Queenstown Maryland.
2. Lizmi is informed and believes, and upon such information and belief alleges, that Right of The Dot, LLC is a Delaware limited liability company with its principal place of business in Pompano Beach, Florida.
3. Lizmi is informed and believes, and upon such information and belief alleges, that Bolten Properties, LLC ("Bolten") a Nevada limited liability company with its principal place of business in Los Angeles, California.

JURISDICTION AND VENUE

4. For purposes of this Counterclaim only, Lizmi alleges that jurisdiction is proper because this is the Court in which Plaintiffs filed their Complaint for Damages.

5. For purposes of this Counterclaim only, Lizmi alleges that this Court has subject matter jurisdiction because Plaintiffs filed their Complaint for Damages in Broward County, Florida and because they allege that this County is the situs of a contract entered into by and between Plaintiffs and Lizmi.

6. For purposes of this Counterclaim only, Lizmi alleges that venue is proper because Plaintiff ROTD has its principal place of business in Pompano Beach, Florida and because ROTD alleges that the acts giving rise to this action occurred in Broward County, Florida.

FACTUAL ALLEGATIONS

7. ROTD conducts Internet domain name auctions by contracting with Internet domain name owners to sell their domain names to the highest bidder, through either "sealed" auctions or live auctions conducted by webcast, with live and electronic bidding. As with any auction, the higher the sale price, the higher are ROTD's fees and commissions.

8. Lizmi is informed and believes that Bolten submitted a number of its domain names to ROTD, including bird.com and fish.com, for the purpose of auctioning them off to the highest bidder.

9. On or about February 3, 2021, Lizmi submitted to ROTD a list of domain names that Lizmi intended to be auctioned off during the course of the live auction that ROTD was going to be conducting on February 25, 2021. *See Exhibit 1 attached hereto.*

10. On or about Wednesday February 24, 2021 at 12:41 a.m., ROTD sent Lizmi and email in which it thanked him for registering and advised that he was “approved to bid up to \$2,000.” The email specified that “[t]o be able to place bids over \$2,000, please email a scan of a real ID (Driver’s License or Passport) to monte@rightofthedot.com.” Lizmi never emailed Monte at ROTD a scan of either his Driver’s License or Passport as mandated by ROTD’s Terms and Conditions as set forth in the February 24, 2021 email. *See Exhibit 2 attached hereto.*

11. On or about February 25, 2021, ROTD served as the auctioneer where Bird.com and Fish.com were being auctioned for sale to the highest bidder. Additionally, during the course of the ROTD auction or the internet auction Lizmi submitted ten domain names for sale through the ROTD auction. Those sites are as follows: MilitarySurplus.com; coring.com; viruses.org; contest.org; goodluck.org; pap.org; infomercials.org; and intimacy.net for a total sale amount of \$76,775 less commissions due to ROTD in the sum of \$19,193.75 leaving a balance due to Lizmi in the amount of \$57,581.25. *See Plaintiffs’ Motion of Deposit of Funds With the Court dated May 10, 2021 attached hereto as Exhibit 3*

12. Lizmi was a participant in the February 25, 2021 auction as both a seller and a buyer. As a condition of his being able to participate in the auction as a seller, he was required to register as alleged above, was forced to agree to ROTD’s terms and conditions, and was automatically granted a \$2,000 line of credit with which to bid although he never requested a credit with which to bid. Significantly, the ROTD’s terms and conditions to which he was forced to agree consisted of approximately 13 single spaced pages of text written in 11-point font. *See Plaintiff’s Exhibit.*

13. Although Lizmi was automatically granted a \$2,000 line of credit, he was never afforded the opportunity to set either a maximum or unlimited bid. Furthermore, neither ROTD

nor any other party verify his identification through presentation of either a Driver's License or Passport and never ran a credit check on him. Such failure is an express violation of ROTD's Terms and Conditions of Use to which Lizmi agreed prior to entering the auction and which was verified by way of subsequent email from ROTD.

14. In violation of its own Terms and Conditions of Use, ROTD never contacted Lizmi during the course of the auction to either confirm his identity or credit worthiness; notwithstanding the fact that he was extended what now appears to be an infinite amount credit without his ever having asked for any credit at all. ROTD's failure to request verification of his identification or his credit worthiness, or to ask him if he wanted an increase in his credit limit, are material breaches of the terms and conditions of ROTD's Terms and Conditions of Use to which Lizmi agreed prior to entering the auction.

15. On Thursday February 25, 2021 at 3:55 p.m. Lizmi received an email from RightOfTheDot, with its subject being Bid Notification for: 4480 – Bird.com in which Lizmi was advised that “You have been outbid for the following lot. [P] Lot # 4480 [P] Bird.com [P] Your current maximum bid is 2,500,000 USD.” Lizmi never increased his bid beyond the \$2,500,000 bid for which he was clearly outbid and at no point in time did ROTD ever advise Lizmi that it was lowering its reserve so that his bid was then the high bid. *See Exhibit 4 attached hereto.*

16. On Thursday February 25, 2021 at 4:01 p.m., Lizmi received an email from RightOfTheDot, with its subject being Bid Notification for: 4520 – Fish.com in which Lizmi was advised that “You have been outbid for the following lot. [P] Lot # 4250 [P] Fish.com [P] Your current maximum bid is 1,600,000 USD.” Lizmi never increased his bid beyond the \$1,600,000 bid for which he was outbid and at no point in time did ROTD ever advise Lizmi that it was lowering its reserve so that his bid was then the high bid. *See Exhibit 5 attached hereto.*

17. Lizmi alleges that the bid process involved improper shilling and/or the use of false bidders to drive up the bid. Although Lizmi was not the high bidder for either domain name, he became the winner after not increasing his bid after receiving the outbid notifications.

18. On Thursday February 25, 2021 at 5:00 p.m. Monte Cahn sent Lizmi a text message in which he advised Lizmi that he was the high bidder for both Bird.com and Fish.com notwithstanding the fact that ROTD advised Lizmi was outbid on both domain names. *See Exhibit 6 attached hereto.*

19. ROTD thereafter sent Lizmi a Settlement Statement through which it demanded payment for the two domain names in the amount of \$2,500,000 for Bird.com and \$1,600,000 for Fish.com even though he was expressly advised that he was outbid on both bids. *See Exhibit 7 attached hereto.*

20. After being contacted by Monte Cahn on behalf of ROTD requesting payment for the winning bids, Lizmi advised Cahn that once he received notification that he was no longer the high bidder as to both domain names at issue in this case he did not increase the amount of his bids. Furthermore, after receiving such notification, Lizmi had no interest in purchasing either of the domain names such that there was never a meeting of the minds sufficient to establish a contract upon which a recovery can be based.

21. As ROTD was unable to put up for auction all of the domain names submitted to it during the February 25, 2021 live auction, bidding continued via an online auction through at least March 11, 2021. Thereafter, when Lizmi's domain names were sold through the ROTD auction site, Monte Cahn, acting on behalf of ROTD, emailed Lizmi on March 23, 2021, with escrow instructions into which the domain names would be placed until ROTD received the

proceeds from each of the high bidders. The seller's proceeds would then be transferred to Lizmi after ROTD's commissions and fees. *See Exhibit 8 attached hereto.*

22. In reliance upon Cahn's assurances of payment once the domain names were transferred and receipt of high-bidder funds, Lizmi transferred the domain names to ROTD. *See Exhibit 9 attached hereto.* However, as of the date of filing of this claim, ROTD has refused to release to Lizmi all of the funds to which he is entitled pursuant to the auction contract.

23. ROTD's auction practices as alleged herein violate, among others, the provisions of Florida Statute 486.389, entitled "Prohibited acts; penalties". Specifically, ROTD's conduct violated the following provisions of section 468.389:

- (d) False, deceptive, misleading, or untruthful advertising;
- (e) Any conduct in connection with a sales transaction which demonstrates bad faith or dishonesty; and
- (f) Using or permitting the use of false bidders, cappers, or shells.

COUNT ONE FRAUD

24. Counterclaimant realleges and incorporates by reference as though fully set forth herein the allegations of Paragraphs 1 through 23, inclusive.

25. On or about February 25, 2021, Lizmi participated as both a seller and a bidder in a live auction in which ROTD acted as the auctioneer. The live auction was conducted over the internet and was streaming. Additionally, during the course of the ROTD auction or the internet auction Lizmi submitted ten domain names for sale through the ROTD auction. Those sites are as follows: military surplus.com; coring.com; virusus.org; contest.org; goodluck.org; pap.org; infomrecials.org; and intimacy.net for a total sale amount of \$76,775 less commissions due to

ROTD in the sum of \$19,193.75 leaving a balance due to Lizmi in the amount of \$57,581.25. *See Plaintiffs' Motion of Deposit of Funds With the Court dated May 10, 2021.*

26. On March 23, 2021, Monte Cahn, acting on behalf of ROTD, emailed Lizmi with escrow instructions into which the domain names would be placed until ROTD received the auction proceeds from each of the high bidders. *See Exhibit 8 attached hereto.*

27. On or about March 23, 2021, Cahn advised Lizmi that all domain names that Lizmi pushed to ROTD's escrow account "will remain in escrow until high bidder funds are received. There were several high bidders so have to show that the names are in our holding account so they release funds."

28. At the time that Cahn advised Lizmi to transfer his domain names into ROTD's escrow account so that funds could thereafter be released, Cahn knew that the statements were false, or reasonably should have known they were false, as they were made for the purpose of inducing Lizmi to transfer his domain names into ROTD's escrow account; thus relinquishing all control over his property to ROTD.

29. At the time that Cahn advised Lizmi to transfer his domain names into ROTD's escrow account so that funds could thereafter be released, Cahn intended for Lizmi to act on that information as he forwarded to him ROTD's escrow information. Based upon Lizmi's justifiable reliance on Cahn's knowingly false representations of material facts regarding the transfer of domain names, Lizmi did, in fact, act upon those misrepresentations by transferring the domain names to Cahn.

30. As a direct and proximate result of Lizmi's reliance on Cahn's knowingly false representations of material fact, Lizmi has suffered pecuniary damages in the nature of lost income and business reputation.

COUNT TWO
BREACH OF CONTRACT

31. Counterclaimant realleges and incorporates by reference as though fully set forth herein the allegations of Paragraphs 1 through 30, inclusive.

32. Lizmi and ROTD had a contractual agreement whereby Lizmi submitted certain domain names to ROTD so that ROTD could sell those names to the highest bidder during the course of a February 25, 2021 live internet auction and a continuing internet auction, like an eBay auction, that lasted until approximately March 11, 2021. During the course of both auctions, ROTD sold three of Lizmi's domain names for a total of \$76,775.00 at a commission rate of 25%. When subtracting out ROTD's fees and commissions of \$19,193.75, Lizmi is entitled to \$57,581.25 in sale proceeds.

33. Lizmi transferred numerous domain names to ROTD's trust account in reliance upon ROTD's contractual obligation to transfer to Lizmi the \$57,581.25 in sale proceeds.

34. Notwithstanding its contractual obligations owed to Lizmi, ROTD has refused and continues to refuse to transfer his share of the auction proceeds. As a result, ROTD is in complete breach of the contract entered into with Lizmi for the sale of his internet domain names.

35. As a direct and proximate cause of ROTD's contractual breach, Lizmi has suffered damages of not less than \$57,581.00.

COUNT THREE
PROMISSORY ESTOPPEL

36. Counterclaimant realleges and incorporates by reference as though fully set forth herein the allegations of Paragraphs 1 through 35, inclusive.

37. For the purposes of this Count, Counterclaimant alleges in the alternative that there was no applicable contract or contractual provision or that the promises made were outside of actions by the parties that were not covered by any existing contract otherwise referred to herein.

38. ROTD, acting through its agents and employees, made misrepresentations of material facts.

39. ROTD should reasonably have expected to induce action or forbearance on the part of Defendant Lizmi.

40. ROTD's misrepresentations induced such action or forbearance by Lizmi as described herein. These misrepresentations were intentional.

41. Lizmi suffered detriment caused by reliance on ROTD's misrepresentations. Injustice can only be avoided by enforcement of the promise made by ROTD to pay Lizmi the proceeds from the auction to which he is contractually entitled.

42. As a result of ROTD's misrepresentations, Lizmi has suffered actual damages of not less than \$53,250.00.

COUNT FOUR CONSPIRACY

43. Counterclaimant realleges and incorporates by reference as though fully set forth herein the allegations of Paragraphs 1 through 42, inclusive.

44. Both ROTD and Bolten are aware that Lizmi was notified in writing that he was out bid for Bird.com and Fish.com domain names. After receipt of such notification, Lizmi did not increase his bids above the losing bid amounts. Any bids after that point were not placed by Lizmi but, most likely, were placed by either a shill, false bidder, or a capper. When Lizmi did

not increase his bid as anticipated, ROTD and Bolten declared him the winner of the auction(s) as to both domain names on which he stopped bidding.

45. Auctions in the State of Florida are heavily regulated. Any attempt to circumvent any of the applicable statutes or regulations, including those regulating conduct in connection with a sales transaction which demonstrates bad faith or dishonesty, are subject to sanctions by applicable regulatory agencies.

46. By conspiring to do the acts as alleged herein, ROTD and Bolten have undertaken overt acts in furtherance of the conspiracy. Such conduct is either an unlawful act or a lawful act by unlawful means.

47. As a result of the conspiracy as alleged herein, Lizmi has suffered damages.

PRAYER FOR RELIEF

WHEREFORE, Defendant/Counter-Claimant Lizmi demands that judgment be entered in his favor on the Counterclaim and against ROTD and Bolten as follows:

- a) For actual, consequential, and punitive damages, as permitted by law, in an amount proven at trial, but not less than \$1,000,000;
- b) payment of prejudgment interest,
- c) attorney's fees, expenses, and costs, and
- d) for such other and further relief as the Court deems just and equitable.

Dated: May 24, 2021

By: David Lizmi

DAVID LIZMI, In ProPer
In Pro Se

CERTIFICATE OF SERVICE

I HEREBY CERTIFY under penalty of perjury that a true and correct copy of the foregoing document (Answer, Affirmative Defenses, and Counterclaim) has been furnished by U.S. Mail on this 24th day of May 2021, to the persons listed below:

Howard Neu
Law Office of Howard Neu, P.A.
4839 S.W. Volunteer Road
Suite 512
Southwest Ranches, FL 33330
Tel.: 954-662-1816
Fax: 954-337-2324
Email: Howard@Neulaw.com

Stevan Lieberman
Greenberg & Lieberman, LLC
1775 Eye Street, Suite 1150
Washington, D.C. 20006
Tel.: (202) 625-7000
Fax: (202) 625-7001
Email: Stevan@aplegal.com

Attorneys for Plaintiff Right of the Dot, LLC and Bolten Properties, LLC

Signed: Vanda Bocanova

Printed Name: Vanda Bocanova