

Milo Petranovich, OSB No. 813376
petranovichm@lanepowell.com
Robert R. Calo, OSB No. 071037
calor@lanepowell.com
Benjamin Souede, OSB No. 081775
souedeb@lanepowell.com
LANE POWELL PC
601 SW Second Avenue, Suite 2100
Portland, Oregon 97204-3158
Telephone: 503.778.2100
Facsimile: 503.778.2200

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Attorneys for Plaintiffs Oversee.net and SnapNames.com, Inc.

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

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

Plaintiffs,

v.

HOWARD NELSON BRADY, JR., a
Washington resident,

Defendant.

CV'10 - 518 KI
CV No.

COMPLAINT

(Breach of Fiduciary Duty; Conversion;
Unjust Enrichment; Interference with
Business Relationship; Oregon State
Racketeering; Violation of Oregon Securities
Laws)

DEMAND FOR JURY TRIAL

Plaintiffs Oversee.net and SnapNames.com, Inc. state the following for their Complaint against defendant Howard Nelson Brady Jr.:

JURISDICTION

1. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

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VENUE

2. Defendant transacted business in this judicial district, in which a substantial part of the transactions and events giving rise to these claims occurred. Venue in this judicial district is proper under 28 U.S.C. § 1391(a)(2).

THE PARTIES

3. Plaintiff Oversee.net (“Oversee”) is a California corporation. Oversee specializes in monetizing, registering, selling, and developing domain names.

4. Plaintiff SnapNames.com, Inc. (“SnapNames”) is an Oregon corporation, with its headquarters in Portland, Oregon. On June 14, 2007, Oversee acquired 100 percent of the shares of SnapNames and since that date Oversee has operated SnapNames as a separate, wholly-owned subsidiary.

5. Defendant Howard Nelson Brady Jr. (“Brady”) was an employee of SnapNames from June 1, 2000 until June 14, 2007, when he became an employee of Oversee. On November 2, 2009, Brady’s employment with Oversee was terminated for cause by Oversee. He is a resident of the state of Washington.

FACTUAL BACKGROUND

6. At all relevant times, SnapNames sold internet domain names through an online auction process which SnapNames administered and in which the highest bidder won the auction. Customers set up accounts at SnapNames to submit bids in these auctions, and customers also have the option of specifying a confidential maximum bid price which they are willing to pay for a domain name and allowing the SnapNames system to automatically place incremental bids, up to the confidential maximum bid price, whenever the customer is overbid by another customer.

7. From in or around June 2000 to in or around June 14, 2007, Defendant Brady had an ownership interest in SnapNames.

8. Defendant Brady engaged in at least two forms of fraud against Overseer and SnapNames: Shill Bidding and Embezzlement.

A. Shill Bidding Scheme

9. In or around March 2005, Defendant Brady set up an account at SnapNames in the name of a fictitious person called "Hank Alvarez." From in or around March 2005 until September 2009, when he was caught, Defendant Brady placed bids using the Hank Alvarez account and the bid alias "halvarez" and took steps to make it appear that Hank Alvarez was a real person.

10. Defendant Brady used the Hank Alvarez account primarily to cause other bidders to increase their bids and pay a higher price for the domain being auctioned. For example, if Defendant Brady saw that the bidding on a particular domain name was well below the confidential maximum bid price indicated by the customer participating in an auction, Defendant Brady would submit a bid that was higher than what was being submitted by that customer, but still below that customer's maximum price, to ensure that the customer's bid would automatically be increased and that customer would pay more for the name. In this Complaint, these transactions are referred to as the "Shill Bidding Scheme."

11. Defendant Brady took substantial steps to hide this fraudulent activity from the management of SnapNames and Overseer, and the public, by doing the following, among other things:

- a) False and fictitious accounts. Defendant Brady set up an electronic mail account and a PayPal account for the fictitious person Hank Alvarez. He also purchased a mail box at a U.P.S. store to be used by the fictitious person Hank Alvarez to give the false appearance within SnapNames and Overseer, as well as to third parties, that Hank Alvarez was a real person with a real address. When Defendant Brady provided WHOIS information to the registrar through which domain names he purchased were registered, he used a fictitious entity named DomainQueue.

- b) Sole control over the Hank Alvarez account. Defendant Brady insisted to SnapNames and Oversee employees that Hank Alvarez was one of his customers and that Defendant Brady was the only person authorized within SnapNames, and later Oversee, to contact Hank Alvarez.
- c) False representations regarding the Hank Alvarez account. On multiple occasions, Defendant Brady falsely represented or falsely gave the impression that he was in actual contact with Hank Alvarez, when in fact Hank Alvarez did not exist. Defendant Brady repeatedly lied to the employees of SnapNames and Oversee regarding the Hank Alvarez account. Defendant Brady also caused a at least one SnapNames employee to represent incorrectly to the public that Hank Alvarez was a real person. Defendant Brady failed to inform any member of SnapNames or Oversee management that Hank Alvarez was a fabrication that he created in order to engage in wrongdoing. Defendant Brady took all of these steps in secret in order to hide his fraudulent activity from SnapNames and Oversee management, as well as from the public.

12. The following are examples of Defendant Brady's false representations regarding the identity of Hank Alvarez and his shill bidding activity:

- a) On or about December 10, 2007, Defendant Brady emailed that Hank Alvarez "is from the south, accent you would not believe."
- b) On or about October 12, 2008, Defendant Brady represented to other SnapNames employees that "late bids" and "refunds" were typical for "Alvarez and a few other higher order guys."
- c) On or about October 18, 2008, Defendant Brady emailed a co-worker again suggesting that Hank Alvarez was a real person by saying the following to explain why he was ostensibly acting as an agent for Hank Alvarez with respect to the proposed sale of a portfolio of domain names: "There are a lot of potential buyers

who will not buy from [alvarez]. Same for some of our other high volume buyers who frequently outbid others.”

- d) On or about November 29, 2008, Defendant Brady sent a bogus email from the “Hank Alvarez” email account he created and controlled, to his own “Nelson Brady” account at SnapNames, and then Defendant Brady forwarded this fabricated email to a co-worker at SnapNames to give the impression that Hank Alvarez was a real person who had sent an email.

13. Defendant Brady’s Shill Bidding affected approximately 36,000 auctions (“impacted auctions”) between March 2005 and September 2009.

14. Defendant Brady engaged in approximately 75% of the total impacted auctions between March 2005 and December 2007. From March 2005 to June 2007, SnapNames was an independent company. From June 2007 to December 2007, although SnapNames had been purchased by Oversee, Brady was entitled to receive additional consideration from Oversee in the form of an “earn-out” based on the financial performance of the SnapNames business. Defendant Brady stood to gain an additional \$1.5 million of compensation if specified performance targets were met.

15. On June 14, 2007, Oversee consummated the acquisition of SnapNames. The purchase price for the SnapNames business was based almost entirely on projections extrapolated from past revenues of SnapNames, which had been artificially inflated as a result of Defendant Brady’s shill bidding. Defendant Brady never informed Oversee prior to the transaction of the shill bidding, or that the revenues of SnapNames had been artificially inflated because of his fraudulent shill bidding even though Defendant Brady knew that the transaction documents required such disclosure.

16. As a shareholder, officer and employee of SnapNames, Defendant Brady benefited from the Shill Bidding Scheme because, among other things: (a) the shill bidding allowed SnapNames to collect additional revenue and become more profitable, and insured

Brady's continued employment; and (b) the shill bidding increased the apparent revenue and profit of SnapNames, which increased the price that Oversee paid for SnapNames, which increased the benefits Defendant Brady received as an employee and a stockholder of SnapNames from Oversee's purchase of SnapNames.

17. After Oversee completed its purchase of SnapNames and the "earn out" period in which Defendant Brady could have earned additional compensation based on the performance of the SnapNames business expired, Defendant Brady dramatically reduced his shill bidding scheme, and instead started stealing directly from the Company. This fraudulent scheme is referred to within the Complaint as the "Embezzlement Scheme."

B. Embezzlement Scheme

18. Defendant Brady would use the Hank Alvarez account on certain occasions to purchase names at auction. Defendant Brady would purchase the names regardless of the purchase price, even if the prices were very high. After purchasing the names, on certain occasions, Defendant Brady would secretly arrange to have virtually the entire purchase price refunded to the Hank Alvarez account, so that the actual price he paid for the domain name was substantially less than his winning bid price.

19. From in or about August 2005, to in or about September 2009, Defendant Brady engaged in this Embezzlement scheme by acquiring approximately 250 names and fraudulently refunding himself approximately \$175,000 for those names, with the majority of this activity occurring between August 2008 and September 2009. This embezzlement activity coincided with a change in his employment status in August 2008 when, at the request of the company, Brady voluntarily agreed to a reduced working hours schedule with a corresponding reduction in his compensation.

C. The Fraudulent Scheme Uncovered

20. In or around late September 2009, Oversee detected that the Hank Alvarez account had an unusual number of refunds and credits. After looking into the matter, Oversee hired outside counsel to conduct an investigation.

21. On or about October 12, 2009, outside counsel for Oversee interviewed Defendant Brady at the SnapNames offices in Portland, Oregon. Upon being questioned, Defendant Brady responded as follows:

- a) Defendant Brady initially lied and claimed that Hank Alvarez was a real person and a long standing customer of his. Defendant Brady continued to lie and present a charade regarding the Hank Alvarez account.
- b) After being shown evidence of his scheme, Defendant Brady finally confessed to both the Shill Bidding Scheme and the Embezzlement Scheme.
- c) Defendant Brady repeatedly indicated that no one else at SnapNames or Oversee was involved in or aware of his fraud.
- d) On that same day, Defendant Brady was asked to leave the premises and was placed on administrative leave. Defendant Brady also allowed Oversee to confiscate his work computer and a computer at home.

22. On or about November 2, 2009, Oversee voluntarily disclosed Defendant Brady's conduct to the United States Attorney's Office in Portland, Oregon. On or about November 6, 2009, Oversee voluntarily disclosed Defendant Brady's conduct to the Federal Trade Commission.

23. On or about November 4, 2009, Oversee and SnapNames voluntarily disclosed Defendant Brady's conduct to all of its customers including the offer of a rebate to customers affected by the Shill Bidding of the full amount by which affected customers overpaid for names as a result of Defendant Brady's Shill Bidding activities, together with accrued interest.

D. Damages

24. Both the Shill Bidding Scheme and the Embezzlement Scheme caused SnapNames and Oversee substantial harm.

25. Oversee has paid and will continue to pay substantial sums as rebates or recompense to customers injured by Defendant Brady's Shill Bidding Scheme.

26. SnapNames paid Defendant Brady the fraudulent refunds Brady generated through the Embezzlement Scheme.

27. Oversee and SnapNames incurred substantial costs to investigate Defendant Brady's schemes and is still incurring substantial costs having to pursue Defendant Brady further through this lawsuit.

28. Despite Oversee's agreement to provide rebates, with interest, to customers harmed by Defendant Brady's Shill Bidding Scheme, Oversee has been sued twice as a result of Defendant Brady's schemes. Oversee and SnapNames have incurred and will continue to incur substantial expense to defend and resolve lawsuits brought against them because of Defendant Brady's schemes.

29. When Oversee purchased SnapNames in 2007, it based its purchase price on the revenue and profits of SnapNames. The Shill Bidding Scheme conducted by Defendant Brady created the appearance of additional revenue and profits for SnapNames, which ultimately caused Oversee to pay more for SnapNames than if the Shill Bidding Scheme had not occurred. Oversee would not have purchased SnapNames at the agreed-upon price had it known that Defendant Brady was engaging in the Shill Bidding Scheme. Oversee overpaid Defendant Brady for his shares in SnapNames, and Defendant Brady's fraudulent schemes caused Oversee to overpay for the acquisition of SnapNames.

30. SnapNames and Oversee paid Defendant Brady compensation, bonuses and other health and welfare benefits he wrongly obtained and did not legitimately earn during his employment.

31. The business reputations of Oversee and SnapNames, as well as the reputations of certain members of the Oversee management team and certain of its employees, have been irreparably harmed by the fraudulent conduct of Defendant Brady. The management and employees of Oversee and SnapNames have been forced to spend hundreds, if not thousands, of hours and substantial money trying to remedy Defendant Brady's wrongdoing and to restore the reputation of Oversee and SnapNames.

FIRST CLAIM FOR RELIEF

COUNT I

(Breach of Fiduciary Duty Owed To SnapNames – Shill Bidding Scheme)

(SnapNames)

32. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

33. Defendant Brady, as vice president of SnapNames, owed fiduciary duties to SnapNames of honesty, loyalty, and good faith. Defendant Brady breached each of those duties each time he engaged in Shill Bidding or in actions related to the Shill Bidding scheme.

34. Defendant Brady's breaches of fiduciary duty caused SnapNames damages in the amount of rebate payments made by SnapNames or Oversee to SnapNames' customers who, by virtue of Defendant Brady's Shill Bidding Scheme, overpaid for domain names acquired in auctions. Defendant Brady's breaches of fiduciary duties also entitle SnapNames to a disgorgement of Brady's entire salary and other compensation during the time he breached his fiduciary duty, which is approximately \$560,000. Defendant Brady's breaches also caused SnapNames damage in the market place, causing SnapNames to lose profits in an amount currently unknown. The total amount of those damages is currently unknown, and SnapNames will ask to amend this complaint when the damages become known.

35. Defendant Brady's actions in breaching his fiduciary duties were wanton and willful, and SnapNames is entitled to punitive damages in the amount of \$8 million.

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COUNT II

(SnapNames)

(Breach of Fiduciary Duty Owed to SnapNames – Embezzlement Scheme)

36. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

37. Defendant Brady, as vice president of SnapNames, owed fiduciary duties to SnapNames of honesty, loyalty, and good faith. Defendant Brady breached each of those fiduciary duties each time he directed a fraudulent refund or engaged in actions in the Embezzlement Scheme.

38. Defendant Brady's breaches of fiduciary duty caused SnapNames damages in the amount of the Embezzlement Scheme, which are approximately \$175,000. Defendant Brady's breaches of fiduciary duty also entitle SnapNames to a disgorgement of Brady's entire salary and other compensation during the time he breached his fiduciary duty, which is approximately \$560,000.

39. Defendant Brady's actions in breaching his fiduciary duties were wanton and willful, and SnapNames and Oversee are entitled to punitive damages for those breaches in the amount of \$2 million.

SECOND CLAIM FOR RELIEF

COUNT I

(Breach of Fiduciary Duty Owed To Oversee – Shill Bidding Scheme)

(Oversee)

40. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

41. Defendant Brady, as vice president of Oversee, owed fiduciary duties to Oversee of honesty, loyalty, and good faith. Defendant Brady breached each of those duties each time he engaged in Shill Bidding or in actions related to the Shill Bidding scheme.

42. Defendant Brady's breaches of fiduciary duties entitle Oversee to a disgorgement of Brady's entire salary and other compensation during the time he breached his fiduciary duties, which is approximately \$485,000. Defendant Brady's breaches of fiduciary duties caused Oversee damages in the amount of rebate payments made by Oversee to SnapNames' customers who, by virtue of Defendant Brady's Shill Bidding Scheme, overpaid for domain names acquired in auctions. Defendant Brady's breaches also caused Oversee damage in the market place, causing Oversee to lose profits in an amount currently unknown. The total amount of those damages is currently unknown, but Oversee believes those damages may exceed \$2 million.

43. Defendant Brady's actions in breaching his fiduciary duties were wanton and willful, and SnapNames and Oversee are entitled to punitive damages in the amount of \$8 million.

COUNT II

(Breach of Fiduciary Duty Owed to Oversee – Embezzlement Scheme)

(Oversee)

44. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

45. Defendant Brady, as vice president of Oversee, owed fiduciary duties to Oversee of honesty, loyalty, and good faith. Defendant Brady breached each of those fiduciary duties each time he directed a fraudulent refund or engaged in actions in the Embezzlement Scheme.

46. Defendant Brady's breaches of fiduciary duty caused Oversee damages in the amount of the Embezzlement Scheme, which are approximately \$175,000. Defendant Brady's breaches of fiduciary duty also entitle Oversee to a disgorgement of Brady's entire salary and other compensation during the time he breached his fiduciary duties, which is approximately \$485,000.

47. Defendant Brady's actions in breaching his fiduciary duties were wanton and willful, and Oversee is entitled to punitive damages for those breaches in the amount of \$2 million.

THIRD CLAIM FOR RELIEF

(Conversion)

48. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

49. Defendant Brady converted SnapNames' assets each time Defendant Brady engaged in his Embezzlement Scheme.

50. Defendant Brady's conversions caused SnapNames damages in the amount approximately \$175,000, plus interest from the date of each conversion.

51. Defendant Brady's action in converting SnapNames' assets was wanton and willful, and SnapNames and Oversee are entitled to punitive damages in the amount of \$1 million.

FOURTH CLAIM FOR RELIEF

(Unjust Enrichment)

(SnapNames)

52. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

53. Defendant Brady has been unjustly enriched in the amount of approximately \$175,000 relating to the Embezzlement Scheme.

54. Defendant Brady should return to plaintiffs these amounts, together with interest, from the date of each transaction to the date of entry of judgment on this claim.

FIFTH CLAIM FOR RELIEF

(Unjust Enrichment)

(Oversee)

55. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

56. Defendant Brady's Skill Bidding Scheme caused Oversee to (a) purchase SnapNames; (b) continue to pay Defendant Brady's salary; (c) continue to pay Defendant Brady bonuses, (d) continue to provide health and welfare benefits and (e) pay Defendant Brady amounts under the SnapNames Employee Retention Plan, when in fact none of these events may have occurred had Defendant Brady disclosed his fraudulent conduct. Defendant Brady was unjustly enriched in that he received from SnapNames and Oversee a salary, bonus, and benefits from the acquisition of SnapNames, none of which he deserved. When Oversee acquired SnapNames shares, Oversee acquired SnapNames shares from Defendant Brady and also made payments to Defendant Brady in connection with the transaction. The exact amount of overpayment is currently undetermined, and Oversee will amend this Complaint to state those damages when that amount is known. Defendant Brady has been unjustly enriched in an amount currently unknown, but which exceeds \$1,000,000, and Defendant Brady should pay to Oversee that amount, plus interest, up to the date of the entry of judgment on this claim.

SIXTH CLAIM FOR RELIEF

(Unjust Enrichment)

(SnapNames and Oversee)

57. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

58. Defendant Brady acquired domain names in the Embezzlement Scheme and, on many occasions, Defendant Brady earned revenue on those domain names. Defendant Brady

wrongfully earned and wrongfully kept from SnapNames and Oversee income he earned on names he acquired with the Embezzlement Scheme. Defendant Brady has been unjustly enriched by the amount of revenue earned through ownership of those domain names, an amount currently unknown. Defendant Brady should pay that amount of unjust enrichment to SnapNames or Oversee, plus interest at the statutory rate from the date the revenue was earned.

SEVENTH CLAIM FOR RELIEF

(Interference with Business Relationship)

59. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

60. Defendant Brady engaged in the Shill Bidding Scheme for wrongful purposes and by wrongful means. The Shill Bidding Scheme interfered with the business relationships between Oversee, its subsidiary, SnapNames, and customers and prospective customers of Oversee and its subsidiary, SnapNames. That interference caused, and will continue to cause, damage to Oversee, which is yet unascertained but which includes the amount paid as rebates by Oversee to customers who overpaid in auctions for domain names because of the Shill Bidding Scheme, the amount Oversee paid for SnapNames, lost profits by Oversee and SnapNames due to customer dissatisfaction, plus additional lost profits, and those damages exceed \$7 million, at the least.

61. Defendant Brady's acts in interfering with Oversee's business relationships were willful and wanton. Oversee is entitled to punitive damages of \$28 million.

EIGHTH CLAIM FOR RELIEF

(Racketeering, Oregon Racketeering Act)

62. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

63. Defendant Brady is a person as defined in ORS 166.715(5).

64. SnapNames is an enterprise as defined in ORS 166.715(2).

65. SnapNames is a legitimate enterprise within the meaning of ORS 166.720(3).
66. SnapNames is an aggrieved person within the meaning of ORS 166.725(6).
67. Beginning at least in 2005, and continuing through 2009, Defendant Brady, through the use of the name or identification "Hank Alvarez" and with the intent to injure or defraud, falsely made, completed, or altered a written instrument, within the meanings of ORS 165.002. Each such use constituted or included an act of forgery in the second degree, in violation of ORS 165.007, a racketeering activity within the meaning of ORS 166.715(6) and within ORS 166.725(7)(B). Such uses of the name or identification "Hank Alvarez" constituted or included a pattern of racketeering activity as defined in ORS 166.715(4).
68. Defendant Brady knowingly received proceeds derived, directly or indirectly, from a pattern of racketeering activity to use or invest, directly or indirectly, all or a part of such proceeds, or the proceeds derived from the use thereof, in the acquisition of title to, or interest or equity in, real property, in violation of ORS 166.720(1).
69. Defendant Brady conducted, directly or indirectly, the affairs of the enterprise SnapNames through a pattern of racketeering activity within the meaning of ORS 166.720(3).
70. Plaintiffs have been damaged in their business or property in an amount not yet fully determined, but which is approximately \$7 million. Pursuant to ORS 166.720(a), plaintiffs are entitled to an award of damages equal to three times their actual damages, plus attorney's fees and expenses.
71. Pursuant to ORS 166.720(6)(a)(B), plaintiffs are entitled to receive a divestiture by Defendant Brady of any real property, or any equity in real property, derived, directly or indirectly, from Defendant Brady's racketeering activity.

NINTH CLAIM FOR RELIEF

(Violation of Oregon Securities Laws)

(ORS 59.115, ORS 59.135, ORS 59.137)

(Oversee)

72. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31, above.

73. Defendant Brady owned shares of SnapNames immediately before Oversee acquired all of the shares of SnapNames. In the transaction in which Oversee acquired all of the shares of SnapNames, Defendant Brady sold to Oversee those shares of SnapNames.

74. Defendant Brady did not disclose to Oversee that he had caused Shill Bidding, which inflated revenue streams of SnapNames and which inflated the price Oversee had agreed to pay for SnapNames shares.

75. Defendant Brady sold or successfully solicited the sale of SnapNames shares by means of an untrue statement of material fact or an omission to state a material fact necessary in order to make the statement made, in light of the circumstances under which it was made, not misleading, all in violation of ORS 59.115. Such statement was also an untrue statement of material fact and constituted a scheme or artifice to defraud, all in violation of ORS 59.135; Brady is therefore liable for the resulting damages suffered by Oversee pursuant to ORS 59.137.

76. At the time Oversee purchased SnapNames shares from Defendant Brady, it did not know of the untruth or omission of Defendant Brady. Before the entry of judgment in this case, Oversee will tender to Defendant Brady the shares it acquired from Defendant Brady in return for the price paid to Defendant Brady for those shares, less the actual value of the shares. Oversee is entitled to statutory interest on the differential value of the shares purchased from Defendant Brady, plus attorney's fees and costs, under ORS 159.115.

TENTH CLAIM FOR RELIEF

(Violation of Oregon Securities Laws, ORS 59.115, ORS 59.135 and ORS 59.137)

(Oversee)

77. Plaintiffs reallege each of the allegations set forth in paragraphs 1 through 31 and 73 through 75, above.

78. On July 14, 2007, Oversee acquired all of the shares of SnapNames. Oversee paid a price for all of those shares, which price was based on SnapNames' stated revenue, which was inflated because of Shill Bidding. The revenue overstatement by SnapNames was a misrepresentation in connection with the sale of securities to Oversee and was part of a scheme or artifice to defraud, all in violation of ORS 59.135. The revenue overstatement by SnapNames was also an untrue statement of a material fact made in the course of a sale of a security, in violation of ORS 59.115.

79. Defendant Brady materially aided in the violation of ORS 59.115 and ORS 59.135. Defendant Brady is liable for all of the actual damages caused by the violations, which is the difference between the purchase price Oversee paid for all of the shares of SnapNames, and the price that Oversee would have paid for all of the shares of SnapNames were it not for the inflation of SnapNames' revenue and profits caused by the Shill Bidding Scheme. Oversee is entitled to statutory interest on the amount of damages in paragraph 48, plus attorney's fees and costs.

WHEREFORE, plaintiffs pray for the following relief:

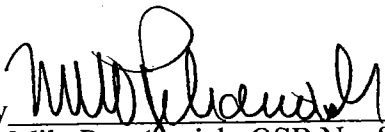
1. For damages for Claim One, Count I, in an amount to be proved at trial, plus punitive damages;
2. For damages for Claim One, Count II, in an amount to be proved at trial, plus punitive damages;
3. For damages for Claim Two, Count I, in an amount to be proved at trial, plus punitive damages;

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4. For damages for Claim Two, Count II, in an amount to be proved at trial, plus punitive damages;
5. For damages for Claim Three in an amount to be proved at trial, plus punitive damages;
6. For damages for Claim Four in an amount to be proved at trial;
7. For damages for Claim Five in an amount to be proved at trial;
8. For damages for Claim Six in an amount to be proved at trial, plus punitive damages;
9. For damages for Claim Eight in an amount to be proved at trial, trebled, plus attorney's fees and costs, and a divestiture of certain real property or interest in real property to be proved at trial;
10. For damages for Claim Nine in an amount to be proved at trial, plus interest, plus attorney's fees and costs;
11. For damages for Claim Tenth in an amount to be proved at trial, plus interest, plus attorney's fees and costs; and
12. For such other and further relief as is just and appropriate.

DATED: May 4, 2010

LANE POWELL PC

By 
Milo Petranovich, OSB No. 813376
Robert R. Calo, OSB No. 071037
Benjamin N. Souede, OSB No. 081775
Telephone: 503.778.2100
Attorneys for Plaintiffs Oversee.net and
SnapNames.com, Inc.