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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BITSELLER EXPERT LIMITED,
Plaintiff

vs.

VERISIGN INC., and
DOES 1-10,
Defendants

Case No.: 2:19-cv-2036

**COMPLAINT FOR
CONVERSION AND TRESPASS
TO CHATTELS**

DEMAND FOR JURY TRIAL

This is a suit for conversion and trespass to chattels. Defendants improperly and wrongfully transferred Plaintiff's rightful property, a domain name, to third parties. Defendants had every reason to know that Plaintiff and its affiliates were the rightful owners and operators of the domain name, yet Defendants deprived them of their use and ownership of the domain name and transferred the domain to

1 third parties who had no legitimate claim to it, causing Plaintiff at least \$500,000
2 in damages.

3 **Parties**

4 1. Plaintiff Bitseller Expert Limited (“**Bitseller**”) is a limited company
5 organized in and under the laws of the Republic of Cyprus.

6 2. Defendant Verisign, Inc. (“**Verisign**”) is a corporation incorporated in
7 the State of Delaware and under the laws of Delaware with a principal place of
8 business at 12061 Bluemont Way, Reston, VA 20190.

9 3. Plaintiff is ignorant of the true names and capacities of the defendants
10 sued herein as Does 1 through 10, and therefore sues these defendants by fictitious
11 names. Plaintiff will amend this Complaint to allege their true names and
12 capacities when ascertained. Plaintiff is informed and believes, and thereon
13 alleges, that at all times mentioned herein, each of the fictitiously named
14 defendants is negligently or otherwise responsible in some manner, along with the
15 named defendants, for the occurrences herein alleged, and Plaintiff’s damages as
16 herein alleged were legally and proximately caused by the acts and/or omissions of
17 both the named and fictitiously named defendants.

18 4. Plaintiff is informed and believes, and thereupon alleges, that at all
19 times herein mentioned, the defendants named in this action, as well as the
20 fictitiously named defendants, and each of them, were agents and employees of the
21 remaining defendants, and in doing the thing hereinafter complained of, were

1 acting within the course and scope of such agency and/or employment and with the
2 knowledge and consent of the remaining defendants.

3 **Jurisdiction and Venue**

4 5. This Court has subject matter of this action pursuant to 28 U.S.C.
5 Section 1332, because Plaintiff is incorporated in the foreign nation of the
6 Republic of Cyprus, and the Defendant is incorporated in Delaware, and the
7 amount in controversy exceeds \$75,000.

8 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1)
9 because Verisign resides in this judicial district. In the alternative, venue is proper
10 in this district pursuant to 28 U.S.C. § 1391(b)(3) because there is no district in
11 which the action may otherwise be brought and Verisign is subject to this Court's
12 personal jurisdiction with respect to this action.

13 7. Verisign has registered with the Secretary of State of California to do
14 business in the State of California since April 26, 1995. Verisign maintains a
15 principal business office in the State of California.

16 8. Upon information and belief, Verisign maintains significant physical
17 resources in the State of California (including servers, employees and other assets)
18 that relate to the operation of its domain registry business.

19 9. Verisign has availed itself of the privilege of doing business in this
20 Judicial District, including, without limitation, by filing legal process in this
21 Judicial District.

Facts

10. Accuracy Consulting Ltd. (“**Accuracy**”) is a limited company organized in and under the laws of the British Virgin Islands.

11. Accuracy is the owner and registrant of the domain name radaris.com (the “**Radaris Domain Name**”).

12. Bitseller is the operator of the website at the Radaris Domain Name (the “**Radaris Website**”).

13. The Radaris Website is a public records search engine that provides publicly available information related to people, businesses, and real properties.

14. Verisign is the registry for the top-level domains “.com” and “.net.”

15. On October 24, 2014, a group of attorneys based in Los Angeles, California filed a Class Action Complaint on behalf of a putative class of plaintiffs in the case titled *Huebner v. Radaris, LLC et al*, Case No. 3:14-cv-04735-VC in the Northern District of California (the “**Huebner Complaint**”).

16. The *Huebner* Complaint alleged various wrongs arising from the operation of the Radaris Website.

17. The *Huebner* Complaint named two entities and an individual as defendants: Radaris, LLC, purportedly a Massachusetts Limited Liability Company (“**Radaris MA**”), Radaris America, Inc., a Delaware corporation (“**Radaris DE**”), and Edgar Lopin (“**Mr. Lopin**” and collectively with Radaris

1 MA and Radaris DE, the “***Huebner Defendants***”). The *Huebner* Complaint did
2 not make any reference to Bitseller or Accuracy.

3 18. The *Huebner* Complaint incorrectly alleged that the *Huebner*
4 Defendants owned and operated the Radaris Website and the Radaris Domain
5 Name.

6 19. In reality, Bitseller operated the Radaris Website and Accuracy owned
7 and was the registrant of the Radaris Domain Name.

8 20. At and about the time that the *Huebner* Complaint was filed, it was
9 exceedingly easy for anyone to verify that neither Radaris MA nor Radaris DE
10 owned or operated the Radaris Website or the Radaris Domain Name but instead
11 that Bitseller operated the Radaris Website and Accuracy was the registrant of the
12 Radaris Domain Name.

13 21. Among other simple methods to verify the foregoing, at all relevant
14 times, the Terms of Use for the Radaris Website stated explicitly “OPERATING
15 COMPANY: Radaris is operated by Bitseller Expert LIMITED, Nicosia Cyprus.”

16 22. Among other simple methods to verify the foregoing, at all relevant
17 times, the publicly available WhoIs information for the Radaris Domain Name
18 showed that Accuracy was the registrant (i.e., owner) of the Radaris Domain
19 Name.

20 23. As the domain name registry for all .com domain names, Verisign had
21 easy access to search the WhoIs records for the Radaris Domain Name (in fact,

1 Verisign maintains a publicly accessible WhoIs search on its own website,
2 currently at https://www.verisign.com/en_US/domain-names/whois/index.xhtml).

3 24. Beyond that, as the registry for .com domain names, Verisign is in
4 fact the very entity tasked to *maintain* the WhoIs database for .com domain names,
5 including the Radaris Domain Name. Accordingly, Verisign itself was
6 maintaining the information and data that confirmed that the Radaris Domain
7 Name was registered to Accuracy and not to any of the *Huebner* Defendants.

8 25. On or about June 19, 2017, the Court in the *Huebner* case issued a
9 default judgment against the *Huebner* Defendants, a copy of which is attached
10 hereto as Exhibit 1 (the “**Default Judgment**”).

11 26. The Default Judgment contains no reference to either Bitseller or
12 Accuracy. The Default Judgment does not include any statement that either
13 Bitseller or Accuracy were working in concert with the *Huebner* Defendants.

14 27. The Default Judgment ordered that domain names operated by the
15 *Huebner* Defendants be transferred to the plaintiffs in the *Huebner* case.

16 28. As already noted above, and verifiable by public records and records
17 maintained by Verisign, at no relevant time was the Radaris Domain Name
18 registered to or operated by the *Huebner* Defendants.

19 29. At or about the time that the Default Judgment was issued, Accuracy
20 had registered the Radaris Domain Name through the domain name registrar
21 EuroDNS.

1 30. Following the issuance of the Default Judgment, in light of the fact,
2 among other things, that the Radaris Domain Name was not registered to any of the
3 *Huebner* Defendants subject to the Default Judgment, EuroDNS refused to transfer
4 the Radaris Domain Name to the plaintiffs in the *Huebner* case.

5 31. In or about February 2018, the plaintiffs in the *Huebner* case
6 requested that Verisign, as the registry for all .com domain names, transfer the
7 registration and operation of the Radaris Domain Name to those plaintiffs.

8 32. On or about February 26, 2018, Verisign complied with the request of
9 the plaintiffs in the *Huebner* case, despite the easily verifiable fact that the
10 *Huebner* Defendants did not own or operate the Radaris Domain Name or the
11 Radaris Website.

12 33. Accordingly, because Verisign knew, or should have known, that the
13 Radaris Domain Name was not registered to the *Huebner* Defendants against
14 whom the Default Judgment was levied, Verisign illegally converted and
15 transferred the Radaris Domain Name away from Bitseller and Accuracy.

16 34. Following Verisign's transfer of the Radaris Domain Name, the
17 Radaris Website was taken offline, which has caused serious and irreparable
18 damage to Bitseller and Accuracy. Without limiting the foregoing, Bitseller lost a
19 tremendous amount of traffic to the Radaris Website and suffered damage to its
20 reputation and business relations.
21

42. Defendants intentionally and substantially interfered with and deprived Bitseller and Accuracy of their property by taking possession of and transferring the Radaris Domain Name, thereby preventing Bitseller and Accuracy from accessing and enjoying their respective property.

43. Bitseller and Accuracy did not consent to these actions.

44. Despite having every reason to know that it had no right or basis to transfer Bitseller's and Accuracy's property, Defendants did so any way.

45. Defendants' actions and omissions caused serious and irreparable harm and damages to Bitseller and Accuracy in the amount of no less than \$500,000.

Count II

Trespass to Chattels

46. Bitseller repeats, realleges, and incorporates each and every allegation listed above the previous paragraphs as if set forth herein.

47. By the nature of its actions and omissions set forth herein, Defendants interfered with Accuracy's use and possession of the Radaris Domain Name and Bitseller's use and possession of the Radaris Website.

48. Bitseller and Accuracy did not consent to these actions.

49. Defendants' actions and omissions caused serious and irreparable harm and damages to Bitseller and Accuracy in the amount of no less than \$500,000.

**PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL CLAIMS SO
TRIABLE.**

WHEREFORE, Plaintiff requests the following relief:

1. Enter judgment for Plaintiff and against Defendants on all counts of Plaintiff's Complaint;
2. Award Plaintiff actual damages and losses as determined at trial, which should be in an amount of no less than \$500,000;
3. Award Plaintiff consequential damages, punitive damages, attorneys' fees, multiple damages, treble damages, interests and costs as may be provided by law; and
4. Grant Plaintiff such other and further relief as the Court deems just and proper.

1 LAW OFFICE OF MATTHEW SHAYEFAR, PC

2 By /s/ Matthew Shayefar

MATTHEW SHAYEFAR

3 BOSTON LAW GROUP, PC

4 By /s/ Valentin Gurvits

5 VALENTIN GURVITS

(*pro hac vice* forthcoming)

6 Attorneys for Plaintiff

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8 Dated: March 19, 2019