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

SiteLock, LLC,

Plaintiff,

vs.

GoDaddy.com, LLC,

Defendant,

Case No.:

COMPLAINT

(Jury Trial Demanded)

Plaintiff SiteLock LLC (“SiteLock”), by and through its undersigned counsel, for its
Complaint against Defendant GoDaddy.com LLC (“GoDaddy”), hereby alleges as follows:

NATURE OF THE CASE

1
2 1. SiteLock is an Arizona company that offers website security services to
3 customers, including small businesses. These services include scanning a customer’s
4 website for malware, monitoring web traffic to a customer’s website, and reviewing the
5 source code of a customer’s website to detect potential vulnerabilities. SiteLock sells its
6 services by offering annual or monthly subscriptions to its customers. SiteLock is widely
7 recognized in the industry for its excellent services and the name “SiteLock” is a federally
8 registered trademark.
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10

11 2. GoDaddy is a large, publicly traded company that offers a wide array of
12 website-related services, including web hosting, domain name registration, and virtual
13 private servers. Millions of customers throughout the world use GoDaddy to create and
14 maintain websites.
15

16 3. In November 2013, SiteLock and GoDaddy entered into a Reseller Agreement
17 (the “Agreement”) under which GoDaddy agreed to market and sell SiteLock’s website
18 security services to GoDaddy’s customers through GoDaddy’s platform as part of the larger
19 suite of website services offered by GoDaddy.
20

21 4. When a customer ordered a subscription to SiteLock’s services through
22 GoDaddy’s platform, the customer had the right to use the purchased SiteLock service for a
23 set period of time. After ordering a subscription to SiteLock’s services, the customer could
24 “activate” those services to run on the customer’s website; when that happened, SiteLock
25 would begin performing the specified service (e.g., scanning, monitoring web traffic, or
26 reviewing source code) for the customer. Importantly, the customer paid GoDaddy for the
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1 SiteLock service at the time of the order, regardless of whether the customer later activated
2 or used the service.

3
4 5. The Agreement between GoDaddy and SiteLock provided that each time a
5 customer “order[ed]” a SiteLock “subscription” through GoDaddy’s platform, GoDaddy
6 would pay SiteLock a specified sum of money and keep the remainder of the purchase price
7 as a commission.

8
9 6. Since signing the Agreement, GoDaddy has committed numerous material
10 breaches of the Agreement.

11 7. *First*, almost immediately after signing the Agreement, GoDaddy began
12 breaching the Agreement by willfully failing to pay SiteLock for each customer “order” of a
13 SiteLock “subscription” through GoDaddy’s platform, as required by the Agreement.
14 Instead, GoDaddy paid SiteLock only if a customer ordered a SiteLock subscription *and then*
15 *subsequently activated* SiteLock’s services. That is, if a customer ordered a SiteLock
16 subscription through GoDaddy’s platform – and therefore paid GoDaddy for it – but did not
17 subsequently activate SiteLock’s services, then GoDaddy pocketed the customer’s entire
18 payment for the SiteLock subscription without paying SiteLock anything. That was a clear
19 violation of the parties’ contract.
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23 8. *Second*, in an attempt to conceal its practice of pocketing the proceeds from the
24 sales of SiteLock subscriptions, GoDaddy breached the Agreement’s requirement that
25 GoDaddy periodically report to SiteLock the number of SiteLock “sign-ups” sold through
26 GoDaddy’s platform. The Agreement provides that GoDaddy is required to “provide
27 tracking and reporting to [SiteLock] of all sign-ups related to this Agreement.” For the first
28

1 several months of the Agreement, GoDaddy provided SiteLock with summary tables
2 showing the total number of SiteLock subscriptions ordered through GoDaddy's platform.
3 These summary tables did not provide SiteLock enough information to invoice GoDaddy for
4 these orders, but the tables did reveal that GoDaddy was failing to pay SiteLock for many of
5 the SiteLock subscriptions ordered through GoDaddy's platform. In June 2016, after
6 SiteLock had repeatedly objected (orally and in writing) to GoDaddy's failure to pay for all
7 orders, GoDaddy unilaterally stopped providing reports to SiteLock regarding the number of
8 customers who had ordered SiteLock subscriptions through GoDaddy's platform. It appears
9 that GoDaddy stopped providing the reports because GoDaddy did not want SiteLock to
10 know how much sales revenue from orders of SiteLock subscriptions that GoDaddy was
11 keeping for itself in breach of the plain terms of the contract. GoDaddy's refusal to provide
12 accurate reporting of "all sign-ups" constitutes an independent breach of the Agreement.
13

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15
16 9. *Third*, in an attempt to prevent GoDaddy from pocketing additional SiteLock
17 sales proceeds on a go-forward basis, in July 2016 SiteLock requested (and GoDaddy
18 agreed) that the parties sign an addendum to the Agreement (the "Third Addendum"). Under
19 the terms of the Third Addendum, GoDaddy was required to automatically activate
20 SiteLock's services whenever a customer ordered a subscription through GoDaddy's
21 platform. This automatic activation provision was intended to ensure that GoDaddy would
22 pay SiteLock for all orders of SiteLock subscriptions going forward, by making order and
23 activation occur at the same time. In the Third Addendum, GoDaddy agreed to implement
24 automatic activation by November 2016. But GoDaddy failed to abide by even that modest
25 commitment, breaching the Third Addendum by failing to implement automatic activation.
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1 Instead, GoDaddy continued to pay SiteLock only when a customer activated SiteLock's
2 services (again, in breach of the Agreement).

3
4 10. *Fourth*, GoDaddy breached the Agreement's requirement that GoDaddy "shall
5 endeavor to promote [SiteLock's] services." In September 2017, SiteLock discovered that
6 GoDaddy was promoting its own competing website security service (called "Sucuri") by
7 among other things misusing SiteLock's trademark. When customers went to GoDaddy's
8 website and clicked on SiteLock's name to order a SiteLock subscription, they were
9 surreptitiously redirected to GoDaddy's own Sucuri website to purchase that competing
10 product. GoDaddy's actions breached its contractual obligation to promote SiteLock's
11 services.
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13
14 11. GoDaddy's deceptive use of SiteLock's name to promote its own competing
15 service not only breached the Agreement's requirement that GoDaddy "endeavor to promote
16 [SiteLock's] services"; it also violated the federal Lanham Act, 15 U.S.C. § 1125, and
17 constituted unfair competition under Arizona law.
18

19 **PARTIES**

20 12. Plaintiff SiteLock LLC is a limited liability company organized under the laws
21 of Arizona. Its principal place of business is located at 8701 E. Hartford Drive, Suite 200,
22 Scottsdale, AZ 85255.
23

24 13. Defendant GoDaddy.com LLC is a limited liability company organized under
25 the laws of Delaware. Its principal place of business is located at 14455 N. Hayden Road,
26 Suite 226, Scottsdale, AZ 85260. GoDaddy.com LLC is a wholly owned subsidiary of
27
28

1 GoDaddy Inc., a publicly traded Delaware corporation with its principal place of business at
2 14455 N. Hayden Road, Suite 226, Scottsdale, AZ 85260.

3
4 **JURISDICTION AND VENUE**

5 14. This Court has subject matter jurisdiction over SiteLock's Lanham Act claim
6 under 28 U.S.C. § 1331. The Court has subject matter jurisdiction over SiteLock's other
7 claims under 28 U.S.C. § 1367(a).

8
9 15. The Court has personal jurisdiction over GoDaddy because GoDaddy's
10 principal place of business is in Arizona and its misconduct primarily occurred in Arizona.

11 16. Venue is appropriate under 28 U.S.C. § 1391 because GoDaddy resides in this
12 District.

13
14 **FACTUAL ALLEGATIONS**

15 **I. SITELOCK'S SERVICES**

16 17. SiteLock is an Arizona technology start-up company that offers a variety of
17 website security services to customers, including small businesses. Founded in 2008,
18 SiteLock has grown into a global leader in web security that protects over 12 million
19 websites worldwide. In 2015, 2016, 2017, and 2018, SiteLock was named to the Deloitte
20 Technology Fast 500, a list of the fastest-growing technology companies in regions across
21 the world. In 2017, SiteLock was named to the Inc. 5000, a list of the fastest-growing
22 companies worldwide, with 306% growth. SiteLock's success stems from its innovative
23 approach to web security: it is the only web security firm to offer completely cloud-based
24 website protection.
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1 18. SiteLock offers a comprehensive suite of web security services to its clients.
2 These services include SiteLock Secure Malware Alert and Removal Tool (“SMART”) a
3 website scanning service that automatically finds and removes malware; SiteLock
4 INFINITY, a patent-pending service that scans websites for malware on a continuous (as
5 opposed to periodic) basis; TrueShield Web Application Firewall, which monitors web
6 traffic to a customer’s website and blocks malicious traffic; and TrueCode Static Application
7 Security Testing, a service in which SiteLock specialists review the source code of a
8 customer’s website and web applications to check for and correct potential vulnerabilities.
9
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11 19. SiteLock is widely recognized as a market leader in the field of website
12 security. SiteLock has spent millions of dollars developing its innovative and patented
13 technology. As a result, SiteLock has won numerous awards for the state-of-the-art web
14 security services that it provides. In 2017, SiteLock was included on Arizona Business
15 Magazine’s list of Arizona’s Most Admired Companies, won an Arizona Corporate
16 Excellence Award, and made the Online Trust Honor Role published by the Online Trust
17 Alliance. In 2018, SiteLock won a Cyber Security Excellence Award, a Fortress Cyber
18 Security Award, and an Info Security Global Excellence Award, in addition to being named
19 a finalist for the SC Award for Cybersecurity by SC Magazine.
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23 20. SiteLock sells its services by offering renewable annual and monthly
24 subscriptions to customers. After purchasing a subscription, a customer has the right to use
25 SiteLock’s services at any time for the duration of the subscription.
26

27 21. As relevant to the GoDaddy business, to use SiteLock’s services after
28 purchasing a subscription, the customer was required to “activate” SiteLock by manually

1 turning on SiteLock’s services. Once a customer activated the subscription, SiteLock would
2 provide the purchased services to the customer’s website. The customer paid GoDaddy for
3 its SiteLock subscription(s) at the time it placed the order, regardless of whether the
4 customer later activated the service.
5

6 **II. SITELOCK AND GODADDY SIGN THE RESELLER AGREEMENT**

7 22. GoDaddy is a large web hosting company that offers an array of products and
8 services to businesses that want to set up or maintain websites. In 2018, more than 18
9 million customers worldwide used GoDaddy for web hosting services, earning GoDaddy
10 more than \$2.5 billion in revenue.
11

12 23. On November 4, 2013, SiteLock and GoDaddy signed a Reseller Agreement
13 (the “Agreement,” attached as Exhibit A). The Agreement provides that GoDaddy will
14 “endeavor to promote [SiteLock’s] services” and permits GoDaddy to offer those services
15 for sale through GoDaddy’s platform as part of the suite of services offered by GoDaddy to
16 its customers. Agreement § 5; *see* Agreement Exh. A § 1. The Agreement allows GoDaddy
17 to determine what price to charge its customers for SiteLock’s services, as long as that price
18 is above a specific “Minimum End Customer Price.” *Id.* The Agreement requires that
19 GoDaddy pay SiteLock a specified sum for each customer “order” of a SiteLock
20 subscription; GoDaddy is permitted to keep the remainder of the purchase price as a
21 commission. *Id.*
22
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24

25 24. The Agreement makes clear that GoDaddy is obligated to pay SiteLock each
26 time a customer *orders* a subscription to SiteLock’s services, without regard to whether that
27 customer later *activates* and uses SiteLock’s services. Specifically, the Agreement provides
28

1 that “for fee-based *orders*, [GoDaddy] shall provide payment to SiteLock on [a] monthly
 2 basis according to the license schedule highlighted in the table below.” The table referenced
 3 by this clause, reproduced below, describes the various “subscriptions” to SiteLock’s
 4 services that a customer may purchase:
 5

6 SiteLock Package(s)	7 Company Price per Unit in US Dollars	8 Minimum End Customer Prices US Dollars	9 Minimum End Customer Prices Canadian Dollars
10 Annual Subscription – SiteLock Basic Scan	\$5.00	\$12.00	\$12.00
11 Annual Subscription – SiteLock Professional Scan	\$20.00	\$39.95	\$39.95
12 Annual Subscription – SiteLock Premium Scan	\$20.00	\$59.95	\$59.95
13 Annual Subscription – SiteLock Enterprise Scan	\$50.00	\$179.95	\$179.95
14 Annual Subscription – SiteLock Professional CDN/WAF	\$72.00	\$179.95	\$179.95
15 Annual Subscription – SiteLock Premium CDN/WAF	\$160.00	\$399.95	\$399.95
16 Annual Subscription – SiteLock Enterprise CDN/WAF	\$240.00	\$599.95	\$599.95
17 Annual Subscription – SiteLock PCI Compliance	\$50.00	\$99.95	\$99.95
18 Annual Subscription – SiteLock Basic Bundle (Scan + CDN/WAF)	\$6.00	\$14.95	\$14.95
19 Annual Subscription – SiteLock Professional Bundle (Scan + CDN/WAF)	\$72.44	\$206.95	\$206.95
20 Annual Subscription – SiteLock Premium Bundle (Scan + CDN/WAF)	\$144.89	\$413.95	\$413.95
21 Annual Subscription – SiteLock Enterprise Bundle (Scan + CDN/WAF)	\$251.99	\$719.95	\$719.95
22 Annual Subscription – SiteLock Merchant Bundle (Enterprise Scan + CDN/WAF + SiteLock PCI Compliance)	\$283.49	\$809.95	\$809.95

23 The text of the Agreement therefore provides that GoDaddy “shall provide payment”
 24 to SiteLock each time a GoDaddy customer places an “order” for a SiteLock “subscription.”

25 25. The Agreement also requires GoDaddy to provide tracking and reporting to
 26 SiteLock of “all signups.” Section 3.2 of the Agreement provides in relevant part: “Each
 27 party collecting the fees hereunder shall provide tracking and reporting to the other party of
 28 all sign-ups related to this Agreement.” Because GoDaddy (and not SiteLock) was
 responsible for “collecting the fees” from the customer, and GoDaddy (and not SiteLock)

1 was the only party that knew which customers had ordered SiteLock’s services, GoDaddy
2 (and not SiteLock) had an obligation to provide tracking and reporting of all “sign-ups.”
3 Section 3.2 further permits SiteLock to “audit any and all records of [GoDaddy] related to
4 this Agreement not more than twice annually and in the event . . . there is a material
5 difference between the amount paid to [SiteLock] under this section and the amount due as
6 reflected in such Audit, [GoDaddy] shall promptly pay such difference to the nonreporting
7 party.”
8
9

10 **III. GODADDY BREACHES THE RESELLER AGREEMENT BY POCKETING**
11 **THE ENTIRE PROCEEDS FROM THE SALES OF SITELOCK’S SERVICES**

12 26. Almost immediately after signing the Reseller Agreement, GoDaddy began
13 breaching the Agreement by failing to pay SiteLock for all “orders” of SiteLock
14 “subscriptions.”
15

16 27. The Agreement provided that SiteLock would invoice GoDaddy for orders of
17 SiteLock subscriptions and that GoDaddy would pay SiteLock within 60 days of receiving
18 an invoice. But because SiteLock did not have access to GoDaddy’s platform, SiteLock had
19 no way of knowing when a customer ordered a SiteLock service through GoDaddy’s
20 platform. Accordingly, SiteLock was entirely reliant on information provided by GoDaddy
21 to generate invoices. When a customer ordered SiteLock’s services through GoDaddy’s
22 platform, GoDaddy collected information from that customer, including the customer’s
23 website, the specific service ordered, the “level” of the service (reflecting the thoroughness
24 or sophistication of the scan or monitoring ordered), and the duration of the subscription.
25 GoDaddy then should have passed that information to SiteLock through GoDaddy’s
26 Application Programming Interface (API), an online portal through which GoDaddy
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1 transmitted detailed customer-related information to SiteLock – including all information
2 necessary for SiteLock to generate invoices (such as the specific service ordered, the level of
3 service, and the duration of the subscription). SiteLock then should have been able to use
4 that information to generate an invoice to submit to GoDaddy for payment.
5

6 28. GoDaddy, however, did not provide SiteLock with the necessary information
7 identifying every customer who “ordered” a SiteLock subscription and paid GoDaddy for it.
8 Instead, GoDaddy withheld this crucial information from SiteLock unless a customer *both*
9 ordered SiteLock *and* subsequently *activated* the service. In other words, if a customer
10 ordered a SiteLock subscription but did not subsequently activate SiteLock’s services, then
11 GoDaddy never reported that order to SiteLock through the API. Because SiteLock lacked
12 the information necessary to bill GoDaddy for the order, GoDaddy was able to pocket the
13 entire subscription amount that the customer paid to GoDaddy. GoDaddy’s refusal to
14 provide this information to SiteLock therefore amounted to a refusal to pay SiteLock for any
15 customer who “ordered” SiteLock’s services but did not subsequently activate those services,
16 allowing GoDaddy to retain the entire payment.
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19

20 29. GoDaddy’s actions violated the plain language of the Agreement, which
21 required GoDaddy to pay SiteLock for each “order” of a SiteLock “subscription” –
22 regardless of how or whether the customer subsequently activated or used SiteLock’s
23 services.
24
25

26 30. The surrounding context of the payment terms in the Agreement reinforces
27 their plain meaning. For example, the Agreement itself is called a “Reseller Agreement,”
28

1 indicating that the basis for payment is GoDaddy’s act of “reselling” SiteLock’s services –
2 not the customer’s subsequent use of those services.

3
4 31. GoDaddy’s actions caused significant damages to SiteLock because GoDaddy
5 failed to pay the applicable contract price to SiteLock for all the “orders” of SiteLock
6 “subscriptions.”

7
8 **IV. GODADDY ALSO BREACHED THE CONTRACT BY FAILING TO**
9 **REPORT “SIGN-UPS”**

10 32. Although GoDaddy did not provide SiteLock with the information necessary to
11 generate invoices for customers who ordered but did not activate SiteLock, GoDaddy did
12 (for a time) provide SiteLock with summary tables showing (among other things) the total
13 number of SiteLock subscriptions that customers had ordered through GoDaddy’s platform
14 during a given week and the total revenue that GoDaddy had earned from those sales.

15
16 33. These summary tables did not provide SiteLock with enough information to
17 generate invoices to send to GoDaddy. Among other inadequacies, these tables did not
18 contain any information about the specific SiteLock services that GoDaddy had sold, the
19 specific levels of those services, and the duration of each subscription – each of which
20 affected the price that GoDaddy was required to pay SiteLock under the Agreement.
21 However, these summary tables did reveal that GoDaddy was failing to report through its
22 API all of the orders for SiteLock’s services that customers had made through GoDaddy.
23 Unlike the more detailed information GoDaddy provided to SiteLock through its API (which
24 encompassed only customers who *activated* SiteLock’s services after ordering them), these
25 summary tables were based on the total number of SiteLock *orders* (without regard to
26 activation). The number of subscriptions reported in GoDaddy’s summary tables
27
28

1 significantly exceeded the number of subscriptions GoDaddy reported through its API for
2 purposes of invoicing (which reflected only the number of SiteLock customers who ordered
3 *and activated* SiteLock’s services).
4

5 34. When SiteLock realized that GoDaddy was not paying for orders of SiteLock
6 subscriptions as required by the Agreement, it repeatedly and vociferously objected – in
7 person, over the phone, and over email. Beginning soon after the Agreement was signed,
8 and continuing throughout the parties’ contractual relationship, SiteLock repeatedly
9 informed GoDaddy that it was breaching the Agreement by not paying for all “orders” of
10 SiteLock “subscriptions.” SiteLock also repeatedly insisted that GoDaddy provide billing
11 information on all orders of SiteLock subscriptions so that SiteLock could properly invoice
12 GoDaddy for these orders.
13
14

15 35. In response to these complaints, GoDaddy did not change its practice (or even
16 seriously defend it). Instead, in order to hide the scale of its ongoing breach of the
17 Agreement, GoDaddy simply stopped providing summary tables showing the number of
18 orders for SiteLock subscriptions. In June 2016, after SiteLock expressly requested that
19 GoDaddy begin sending these reports again, a GoDaddy employee responded simply, “I
20 can’t send actual numbers anymore, sorry.”
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22

23 36. GoDaddy’s actions violated Section 3.2 of the Agreement requiring it to report
24 “all sign-ups” to SiteLock.
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1 **V. GODADDY BREACHES ITS UPDATED AGREEMENT TO**
2 **AUTOMATICALLY ACTIVATE SITELOCK'S PRODUCTS UPON**
3 **PURCHASE**

4 37. During the course of the Agreement, SiteLock repeatedly objected to
5 GoDaddy's refusal to pay for customers who ordered SiteLock's services but did not activate
6 those services.

7 38. In July 2016, SiteLock attempted to prevent future breaches of the Agreement
8 – at least on a going-forward basis – by requesting that GoDaddy sign an addendum to the
9 Agreement to require that GoDaddy automatically activate SiteLock's services whenever a
10 customer ordered a SiteLock subscription. By making activation automatic for each order,
11 SiteLock and GoDaddy would eliminate the possibility that a customer would order SiteLock
12 and then fail to activate the services. Under that system, therefore, even if GoDaddy
13 attempted to withhold payment until activation (in breach of the Agreement), GoDaddy
14 would have effectively paid SiteLock for each order of SiteLock's services, as the
15 Agreement originally contemplated. GoDaddy agreed to this arrangement, and the parties
16 signed a "Third Addendum" to the Agreement (attached as Exhibit B). The Third
17 Addendum provided that "by November 2016," GoDaddy would "enable activation of
18 SiteLock Basic, Professional, and Premium as part of the setup process for [GoDaddy's]
19 cPanel shared hosting products," meaning that GoDaddy would automatically activate
20 SiteLock every time a customer ordered SiteLock's services. *See* Third Addendum § IV.

21 39. GoDaddy failed to keep even this modest promise. It failed to implement any
22 automatic activation of SiteLock's software, presumably so it could continue pocketing
23 money paid by customers ordering, but not activating, SiteLock's services. GoDaddy's
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1 failure to implement automatic activation of SiteLock’s services constituted a breach of the
2 Third Addendum and perpetuated GoDaddy’s underlying breach of the Agreement’s
3 payment provisions.
4

5 **VI. GODADDY USES SITELOCK’S TRADE NAME TO PROMOTE**
6 **GODADDY’S OWN COMPETING SERVICE, THUS VIOLATING THE**
7 **AGREEMENT, THE LANHAM ACT, AND ARIZONA COMMON LAW**

8 40. The Agreement requires GoDaddy to “endeavor to promote [SiteLock’s]
9 services” through GoDaddy’s platform. *See* Agreement § 5. In September 2017, SiteLock
10 discovered that GoDaddy was violating this contractual provision by promoting GoDaddy’s
11 own competing (and inferior) website security service, Sucuri, and using SiteLock’s
12 trademarks to do so.
13

14 41. Sucuri was described on GoDaddy’s website as offering “guaranteed malware
15 removal” and an “expedited, complete cleanup, plus ongoing protection to stop malware
16 from coming back” – some of the same services that SiteLock provides, albeit less
17 comprehensive and state-of-the-art than SiteLock’s services.
18

19 42. GoDaddy promoted Sucuri by using SiteLock’s trade name. SiteLock has
20 offered top-notch website security services since 2008 and is a well known brand to
21 thousands of small businesses and other customers. In September 2012, SiteLock registered
22 the trade name “SiteLock” as a federal trademark.
23

24 43. In September 2017, SiteLock discovered that GoDaddy’s website included a
25 link to “Purchase SiteLock 911.” Clicking this link took the user not to a page on which the
26 user could order SiteLock’s services, but to a page promoting Sucuri’s services. Several
27 other links on GoDaddy’s website that offered “SiteLock” also led to a web page where
28

1 users could purchase Sucuri. In addition, links to SiteLock’s GoDaddy webpage in Google
2 search results, which GoDaddy also controlled, redirected users to a page for Sucuri.
3 GoDaddy was therefore misleading customers by baiting them with an advertisement for
4 SiteLock’s services and then directing them to a page where they could purchase Sucuri
5 products and services.
6

7 44. This conduct not only breached GoDaddy’s promise to “endeavor to promote”
8 SiteLock; it was also likely (in fact, certain) to cause confusion among customers. A
9 customer who clicked on this link labeled with SiteLock’s brand name would reasonably
10 believe he or she was going to obtain SiteLock’s service. Instead, GoDaddy redirected that
11 customer to its own competing service. This caused double harm to SiteLock – SiteLock lost
12 a potential customer and its brand name and goodwill was being tarnished by association
13 with Sucuri, which did not provide the same excellent service as SiteLock and did not have
14 the same goodwill in the industry.
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16
17

18 **CLAIMS FOR RELIEF**

19 **COUNT I**

20 **BREACH OF CONTRACT**

21 **(Refusal to Remit Payment for Orders of SiteLock Subscriptions)**

22 45. SiteLock incorporates its allegations above.

23 46. The Agreement is a valid contract between SiteLock and GoDaddy that was
24 executed on November 4, 2013.

25 47. SiteLock fully performed all of its obligations under the Agreement except
26 those it was prevented from performing by GoDaddy’s conduct.
27
28

COUNT FIVE
UNJUST ENRICHMENT

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2
3 66. SiteLock incorporates its allegations above.

4 67. GoDaddy was enriched by its practice of pocketing the payments it received
5 for orders of SiteLock subscriptions.

6
7 68. SiteLock was impoverished by GoDaddy's practice of pocketing the payments
8 it received for orders of SiteLock subscriptions.

9
10 69. GoDaddy's practice of pocketing payments it received for SiteLock's services
11 directly enriched GoDaddy at the expense of SiteLock.

12 70. GoDaddy's practice of pocketing payments it received for a service offered by
13 another company was unjustified and unjust.

14
15 71. It would be unjust for GoDaddy to retain the money it made by pocketing the
16 payments it received for SiteLock's services.

17
18 **COUNT SIX**
VIOLATION OF THE LANHAM ACT

19 72. SiteLock incorporates its allegations above.

20 73. SiteLock has used the trade name "SiteLock" to market and sell its services
21 since its founding in 2008. Accordingly, consumers associate the name "SiteLock" with
22 SiteLock's services.

24 74. The trade name "SITELOCK" has been a federally registered trademark of
25 SiteLock since September 4, 2012.

26
27 75. GoDaddy used SiteLock's trademark to market Sucuri, an inferior web security
28 service that competes directly with SiteLock and offers many of the same features as

1 SiteLock. Specifically, GoDaddy redirected customers who clicked on links advertising
2 “SiteLock” on GoDaddy’s website and in Google search results for GoDaddy to a website
3 that marketed and offered Sucuri for sale.
4

5 76. Both SiteLock and Sucuri are web security services offered exclusively over
6 the Internet.

7 77. By redirecting customers who clicked on a link for SiteLock’s services to a
8 page promoting its own competing service (Sucuri), GoDaddy used SiteLock’s trademark in
9 a way that was likely to cause confusion, to cause mistake, and to deceive as to the
10 affiliation, connection, or association of SiteLock with Securi, and to deceive as to the origin,
11 sponsorship, and approval of SiteLock’s and Securi’s services, in violation of the Lanham
12 Act, 15 U.S.C. § 1125.
13
14

15 78. GoDaddy’s unauthorized use of SiteLock’s mark is likely to cause confusion,
16 deception, and mistake by creating the false and misleading impression that Sucuri is a
17 service offered by SiteLock or is otherwise associated with or connected to SiteLock, or is
18 sponsored, endorsed, or approved by SiteLock.
19

20 79. GoDaddy’s unauthorized use of SiteLock’s mark is likely to cause confusion,
21 deception, and mistake and misleading impression that a customer who clicked an ad for
22 SiteLock would be purchasing SiteLock’s services, when in fact the customer would be
23 purchasing Sucuri’s services.
24

25 80. GoDaddy’s actions demonstrate an intentional, willful, and malicious intent to
26 trade on the goodwill associated with SiteLock’s mark to SiteLock’s detriment.
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1 81. As a result of GoDaddy's misuse of SiteLock's trademark, SiteLock has
2 incurred damages in an amount to be proven at trial.

3
4 **COUNT SEVEN**
5 **UNFAIR COMPETITION UNDER ARIZONA COMMON LAW**

6 82. SiteLock incorporates its allegations above.

7 83. By redirecting customers who clicked on a link for SiteLock's services to a
8 page promoting its own competing service (Sucuri), GoDaddy used SiteLock's trademark in
9 a way that GoDaddy knew would confuse and mislead the public regarding SiteLock's
10 services.
11

12 84. GoDaddy's use of SiteLock's trademark to promote a competing and inferior
13 service was an unfair business practice that harmed SiteLock's brand and unfairly capitalized
14 on the goodwill associated with SiteLock's mark.
15

16 85. As a result of GoDaddy's misuse of SiteLock's name, SiteLock has incurred
17 damages in an amount to be proven at trial.
18

19 **JURY DEMAND**

20 86. In accordance with Federal Rule of Civil Procedure 38(b), SiteLock demands a
21 trial by jury on all issues so triable.
22

23 **PRAYER FOR RELIEF**

24 WHEREFORE, SiteLock respectfully requests that the Court enter an order as
25 follows:

26 (a) Awarding SiteLock compensatory damages in an amount to be determined at
27 trial;
28

1 (b) Awarding SiteLock all illicit profits earned by GoDaddy from the use of
2 SiteLock's name;

3 (c) Awarding SiteLock punitive damages in an amount to be determined at trial;

4 (d) Awarding SiteLock treble damages;

5 (e) Awarding SiteLock all attorneys' fees and other costs associated with the
6 prosecution of this action;

7 (f) Awarding SiteLock prejudgment interest; and

8 (g) Awarding SiteLock any such further relief as the Court deems just and proper.
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10
11

12 DATED this 30th day of April 2019.
13

14 **BEUS GILBERT PLLC**

15
16
17 By /s/ Thomas A. Gilson

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