

NATURE AND SUBSTANCE OF ACTION

Pay.com.au Limited (“PCA”), by and through its counsel, JJN Solutions, LLC and Thomas P Howard, LLC, hereby submits this Complaint and Jury Demand, and in support thereof states the following:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff PCA is an Australian limited liability company registered to do business in Australia. Its principal place of business is located at 207/28 Riddell Parade, Elsternwick VIC 3185.

2. Defendant NameBright.Com Inc. is a Colorado corporation whose principal place of business is located at 2635 Walnut Street, Denver CO 80205, on information and belief.

3. Defendant NameBrightPrivacy.Com is an organization whose principal place of business is located at 2635 Walnut Street, Denver CO 80205, on information and belief.

4. Defendant Dean Adams (“Defendant Adams”) is a person of unknown citizenship with an e-mail address of *deanadamsdeanadams@gmail.com*. Plaintiff will attempt to identify Defendant Dean Adams’ citizenship through discovery served on Defendants NameBright.com and NameBrightPrivacy.Com with whom Defendant Adams registered the <PayRewards.Com> domain name.

5. This Court has jurisdiction over this civil action pursuant to C.R.S. § 13-1-124(1)(a) because the disputed domain name, <PayRewards.Com> was purchased by Defendant Adams through Defendant NameBright.com Inc using the proxy/privacy information of Defendant NameBrightPrivacyService.Com. This Court also has in rem jurisdiction over the disputed domain name for which Defendant NameBright.com is the registrar of the disputed domain name. Both NameBright defendants have their principal places of business in Colorado.

6. Venue is also proper in this judicial district pursuant to C.R.C.P. 98(c), because the Defendants reside in this district, the property is located in this district, and the actions of the registrar occurred in this district. The claims arise from a dispute involving the Domain Name registered through Defendant NameBright.com, which serves as the registrar of record for the Domain Name.

A. Introduction and Background Facts

7. This matter involves Defendants' failure to perform under a contract for the sale and purchase of the domain name, <PayRewards.Com > ("Domain Name"), currently registered through the domain name registrar, Namebright.Com, under a domain name privacy service listing NameBrightPrivacy.com as the domain name registrant apparently, on information and belief, for the benefit of Defendant Adams.

8. An Internet domain name is the "address" at which a computer user accesses a website on the Internet directly.

9. When an entity registers a domain name for use on the Internet, domain name registrars serve an important function. A domain name registrar is the organization or commercial entity that manages the reservation of internet domain names. A Domain name registry processes orders submitted by domain name registrars and maintain the database of all the domain names registered within a particular top-level domain.

B. Initial Outreach and Industry Context

10. On or about September 19,¹ 2024, Andrew Cameron, General Counsel of PCA, contacted the registrant of the Domain Name via the Registrant E-mail address listed with NameBright.com, the domain name registrar. The publicly available WHOIS registration information for the Domain Name identified the registrant as “NameBrightPrivacy.com,” with a listed address of 2635 Walnut Street, Denver, Colorado 80205, and an e-mail address of *PayRewards.Com@NameBrightPrivacy.com*. Compl. Ex. A

11. Mr. Cameron initiated this contact using his personal e-mail address; however, he was acting at all times in his capacity as legal counsel and on behalf of PCA. The e-mail inquired as to whether the registrant would be “interested in selling [its] domain (PayRewards.Com).” Compl. Ex. B.

12. It is a common industry practice, when seeking to acquire domain names, for buyers to communicate with registrants through intermediaries—such as their attorneys, brokers, or agents—or to otherwise withhold the true identity of the purchaser. This practice helps avoid inflated pricing, as domain name sellers often demand significantly higher prices when they become aware that the prospective buyer is a well-resourced or corporate entity.

C. Negotiations with Defendant Adams

13. On or about September 26, 2024, Mr. Cameron received a response from Defendant Adams which stated: “I really doubt it, but you can make an offer.” Compl. Ex. C.

¹ The dates and times may appear different in the Exhibits due to Plaintiff’s location in Australia and the Defendants’ locations in Colorado, United States. Colorado is currently in the Mountain Time Zone (UTC -6), and Plaintiff’s Australian location is in the Australian Eastern Daylight Time (UTC +11), which is about 17 hours difference.

14. On October 1, 2024, Mr. Cameron replied to Defendant's message, stating he would be "happy to pay market rates" and cited examples of comparable domain names that had sold for, or were listed at, approximately \$3,000. Mr. Cameron asked if Defendant would consider that price and inquired about the process for purchase and transfer. Compl. Ex. D

15. Later that same day, Defendant Adams rejected the offer as too low and responded: "If you're really tight – I can let you have it for \$25,000." Compl. Ex. E.

16. Before Mr. Cameron could respond, Defendant Adams retracted the \$25,000 offer, stating that his family did not want him to sell the Domain Name. Compl. Ex. F.

17. On October 6, 2024, Mr. Cameron wrote back to Defendant, referencing two domain appraisal websites—GoDaddy and Dynadot—that had valued the Domain Name at approximately \$5,000 USD. He provided screenshots of those valuations and again asked whether Defendant would consider selling at that price. Compl. Ex. G.

18. On or about October 8, 2024, Defendant replied that an expert had estimated the Domain Name's value between \$700,000 and \$850,000 but offered to sell it for \$678,000. Compl. Ex. H.

19. On October 15, 2024, Mr. Cameron submitted a formal offer of \$20,000. Defendant Adams rejected the offer on or about December 13, 2024. Compl. Exs. I and J.

20. However, on December 20, 2024, Defendant Adams proposed a potential joint venture involving the Domain Name. Compl. Ex. K.

21. After receiving no response, Defendant e-mailed Mr. Cameron on January 1, 2025, asking whether he had "given up on PayRewards??" and requested Mr. Cameron's best and final offer. Compl. Ex. L.

D. Final Offers and Acceptance

22. On January 15, 2025, Mr. Cameron reiterated the \$20,000 offer. Compl. Ex. M.

23. On January 17, 2025, Defendant Adams countered: “You can have it for \$35,000 without financing.” Compl. Ex. N.

24. On January 28, 2025, Mr. Cameron submitted a counteroffer in the amount of \$25,000. Compl. Ex. O.

25. On February 3, 2025, Defendant Adams countered again and responded via email stating: “I am sending you the escrow agreement for \$38,000. I SWEAR ON MY MOTHER IM NOT SELLING FOR A PENNY LESS!!!!” Compl. Ex. P.

E. Acceptance of the Contract and Initiating Transfer of the Domain Name through Escrow.com

26. On February 4, 2025, at 8:51 AM Australian Eastern Daylight Time (“AEDT”), in accordance with his prior communication on January 28, 2025, Defendant Adams initiated the sale of the Domain Name to Mr. Cameron by submitting the transaction through the online escrow service, Escrow.com. Compl. Ex. Q. Escrow.com is a widely recognized platform that facilitates, among other transactions, the purchase and sale of domain names.

27. To initiate the transaction, Defendant Adams was required to input the necessary information constituting a formal offer for the sale of the Domain Name. This included the Domain Name itself, the Buyer’s email address, and the offer price—\$38,000. Upon submission, Escrow.com assigned the transaction a reference number (13079513) and immediately notified Mr. Cameron by email. Defendant Adams provided Mr. Cameron with a one-day window to accept the offer. *Id.*

28. On February 4, 2025, at 4:12 PM AEDT, Mr. Cameron accepted the terms of the transaction. Escrow.com updated the transaction status to reflect: “Both parties have accepted the offer, waiting buyer payment.”. *Id.*

F. Buyer’s Payment and Defendant’s Refusal to Surrender the Purchased Property

29. On February 5, 2025, at 11:03 AM AEDT, Mr. Cameron informed Escrow.com that payment would be made via wire transfer on behalf of his company, PCA. *Id.*

30. Mr. Cameron submitted the payment, which was received by Escrow.com on February 6, 2025, at 3:03 AM AEDT. *Id.*

31. Despite receipt of payment by Escrow.com, on February 6, 2025, Defendant Adams refused to turn over the property.

32. Upon discovering that the Buyer was PCA, Defendant Adams contacted Mr. Cameron and demanded additional money, effectively a substantially increased payment of \$380,000—ten times the previously agreed-upon amount. Compl. Ex. R.

33. On February 8, 2025, Mr. Cameron e-mailed Defendant Adams asking him to provide the necessary information so that the transfer of the Domain Name to PCA could be completed. Compl. Ex. S.

34. Defendant Adams, acting in bad faith and with apparent animus toward the corporate purchaser, attempted to extort PCA by stating that the new price of \$380,000 would increase by five percent (5%) each week unless paid. Compl. Ex. T.

35. On February 19, 2025, at 10:18 AM AEDT, Escrow.com formally canceled the transaction due to Defendant Adams’ refusal to surrender the property. *See* Compl. Ex. Q.

CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

BREACH OF CONTRACT

36. Plaintiff alleges as if fully restated here each and every allegation stated in the preceding paragraphs.

37. Plaintiff and Defendants, Adams and his agents NameBright.com NameBrightPrivacy.Com, entered into a valid, enforceable contract pursuant to which Defendants agreed to sell, and Plaintiff agreed to purchase, the domain name <PayRewards.Com> (the “Domain Name”) for the total price of \$38,000.

38. The contract set forth all material terms, including the identification of the Domain Name, the purchase price, and the manner of payment through an agreed-upon escrow service.

39. Plaintiff has fully performed all of its obligations under the contract. Specifically, Plaintiff deposited the full purchase price into escrow in accordance with the contract.

40. Defendant materially breached the contract by refusing to transfer the purchased property to Plaintiffs, despite having agreed to do so and having received notice of Plaintiff’s full performance.

41. As a direct and proximate result of Defendants’ breach, Plaintiff has suffered damages, including but not limited to the loss of the Domain Name and associated opportunities, branding, business value, and other consequential damages.

42. Plaintiff is entitled to all available legal and equitable remedies for Defendants’ breach, including but not limited to actual damages, costs, and attorney’s fees where permitted by contract or statute, and specific performance of the agreement.

SECOND CLAIM FOR RELIEF

BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

43. Plaintiff incorporates by reference the preceding paragraphs of the Complaint.

44. Plaintiff PCA and Defendant Adams, through his agents NameBrightPrivacy.Com and NameBright.com, was party to a contract for the purchase of the Domain Name. Defendant NameBright.com is the registrar of the Domain Name.

45. The contract conferred discretion on Defendants in the timing of providing information to affect the transfer of the Domain Name and the manner of making the transfer consistent with the contract.

46. Defendants abused this discretion by preventing the transfer of the property to Plaintiff, even though Plaintiff PCA had fully complied with its obligations under the contract.

47. Defendants abused their discretion by withholding information which impeded the transfer of the Domain Name through its registrar, Defendant NameBright.com.

48. Defendant Adams, after discovering that Mr. Cameron was a broker for PCA, demanded additional payment beyond the agreed-upon purchase price, for amounts ten times (10x) the amount that was already agreed and memorialized in the executed contract.

49. The intentional and willful conduct of holding the purchased goods hostage to receive additional payment was contrary to Plaintiff's reasonable expectations and deprived Plaintiff of the benefit of the bargain. In exercising their control over the property, Defendants acted inconsistently with the terms of the contract and therefore violated the implied duty of the covenant of good faith and fair dealing.

50. Defendants' wrongful acts caused Plaintiff damages.

51. Accordingly, Plaintiff asks for receipt of the goods purchased and for damages as suffered by Plaintiffs as a result of Defendants' bad faith.

THIRD CLAIM FOR RELIEF

SPECIFIC PERFORMANCE

52. Plaintiff and Defendants entered into a valid, binding contract for the purchase and sale of the domain name <PayRewards.Com> for the agreed price of \$38,000.

53. The contract was supported by adequate consideration and included all material terms necessary to form a binding agreement, including but not limited to the Domain Name to be transferred, the purchase price, and the method and timing of payment.

54. Plaintiff fully performed or was ready, willing, and able to perform all of its obligations under the contract, including by placing the full purchase price into escrow pursuant to the terms of the agreement.

55. Defendants, without legal justification, refused to transfer the Domain Name to Plaintiff and instead demanded additional payment beyond the amount contracted.

56. The Domain Name is a unique digital asset with no adequate substitute, and Plaintiff has a specific interest in obtaining the exact Domain Name contemplated by the agreement.

57. Monetary damages would be inadequate to fully compensate Plaintiff due to the unique value and characteristics of the Domain Name, including its relevance to Plaintiff's business, brand, goodwill, and marketing strategy.

58. Plaintiff has no adequate remedy at law and is entitled to an order of specific performance compelling Defendants to complete the transfer of the Domain Name in accordance with the terms of the contract.

FOURTH CLAIM FOR RELIEF

REQUEST FOR INJUNCTIVE RELIEF

59. Plaintiff incorporates by reference all previous allegations.

60. Plaintiff brings this claim pursuant to Rule 65 of the Colorado Rules of Civil Procedure and seeks a injunctive relief to preserve the status quo and prevent irreparable harm during the pendency of this litigation.

61. Plaintiff and Defendants entered into a valid and enforceable contract for the sale of the Domain Name for the agreed purchase price of \$38,000. Defendant NameBright.com is the registrar of the Domain Name.

62. Plaintiff has fully performed its obligations under the contract, including depositing the full purchase price into an escrow account pursuant to the contract's terms.

63. Defendants have breached the contract by refusing to transfer the Domain Name to Plaintiff. Defendants have already admitted that they intend to sell or transfer the Domain Name to a third party. Alternatively, Defendants could cause a third-party to purchase the Domain without Plaintiff's knowledge.

64. The Domain Name is a unique digital asset for which monetary damages are inadequate. Plaintiff has a specific interest in acquiring the exact Domain Name as contemplated by the parties' agreement, and the loss or transfer of the Domain Name would cause irreparable harm to Plaintiff.

65. Unless restrained by this Court, Defendant may transfer the Domain Name to a third party, allow it to lapse or expire, or otherwise take actions that would frustrate the purpose of the contract and prevent the Court from awarding meaningful relief.

66. Plaintiff is likely to succeed on the merits of its claims, particularly breach of contract and specific performance.

67. The balance of equities favors Plaintiff, as Plaintiff has fulfilled its contractual obligations, whereas Defendants have acted in bad faith in refusing to perform.

68. The requested injunctive relief will preserve the status quo and prevent irreparable harm, and it serves the public interest by upholding the integrity of contracts and discouraging bad faith.

69. **WHEREFORE**, Plaintiff requests that the court enter a temporary restraining order and preliminary injunction against Defendants ordering the following:

- a. Enjoining Defendant from transferring, selling, licensing, modifying the registration of, or allowing to expire or lapse the Domain Name <PayRewards.Com> during the pendency of this action;
- b. Directing Defendant to maintain the current registrar account and settings associated with the Domain Name, and to take all reasonable steps to preserve the Domain Name in its current state;
- c. Prohibiting Defendant from taking any action that would affect Plaintiff's ability to obtain specific performance of the contract;
- d. Waiving or setting a nominal bond requirement under C.R.C.P. 65(c), as Plaintiff's claims are equitable in nature and Defendant faces no cognizable harm from compliance with the injunction;

DEMAND FOR JURY

Plaintiffs hereby request a jury trial on all matters so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgement in Plaintiff's favor and against Defendants, and grant the following relief:

A. Entry of a temporary restraining order and preliminary injunction enjoining Defendants Adams, NameBright.com and NameBrightPrivacy.com their officers, agents, directors, affiliates, servants, employees, and all persons acting in concert with them, from directly or indirectly allowing the <PayRewards.Com> to expire and/or revert to the domain name registry to be generally available for purchase by third parties during the pendency of this suit;

B. Entry of a temporary restraining order and preliminary injunction enjoining Defendants Adams, NameBright.com and NameBrightPrivacy.com their officers, agents, directors, affiliates, servants, employees, and all persons acting in concert with them, from selling or otherwise transferring any ownership interest in either the Domain Name, or purchasing any ownership interest in the domains, or otherwise accepting transfer of any ownership interest in the Domain Names during the pendency of this suit;

C. Entry of judgment in favor of Plaintiff and against Defendants;

D. Enter an appropriate order requiring Defendants to transfer the Domain Name to Plaintiff;

- E. Specific performance of the contract;
- F. All compensatory, consequential, and special damages in an amount to be proven at trial;
- G. An order awarding Plaintiff its costs and attorneys' fees to the extent allowed by law;
- H. Granting Plaintiff any such other and further relief as this Court deems just and proper, or that Plaintiff may be entitled to as a matter of law or equity.

Respectfully Submitted on April 17, 2025.

Scott Brenner

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Verification

I, Andrew Cameron, declare as follows:

I am the General Counsel for the Plaintiff, PAY.COM.AU.

I have read the foregoing Verified Complaint and state under the penalty of perjury under the laws of Colorado that the foregoing is true and correct to the best of my ability.

If called on to testify I would competently testify as to the matters stated herein.

Executed on April 17, 2025.


