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10 Attorneys for Plaintiff  
11 VIAVIEW, INC.

12 **UNITED STATES DISTRICT COURT**  
13 **DISTRICT OF NEVADA**

14 VIAVIEW, INC. )

Case No. \_\_\_\_\_

15 Plaintiff, )

**COMPLAINT**

16 vs. )

1) **CYBERSQUATTING - 15 U.S.C. § 1125(d)**

17 ERIC S. CHANSON; KEVIN C. BOLLAERT; )  
18 CODY ALVIAR; ROY E. CHANSON; AMY L. )  
19 CHANSON; and BLUE MIST MEDIA, LLC )

2) **TRADEMARK INFRINGEMENT- 15 U.S.C. § 1125(a)**

3) **UNFAIR COMPETITION - 15 U.S.C. § 1125(a)**

20 Defendants. )

4) **COMMON LAW TRADEMARK INFRINGEMENT**

5) **BREACH OF CONTRACT**

6) **CIVIL CONSPIRACY**

7) **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

21 For its Complaint against Defendants Blue Mist Media, Eric S. Chanson, Kevin C. Bollaert,  
22 Cody Alviar, Roy E. Chanson, and Amy L. Chanson (collectively, the “Defendants”), Plaintiff  
23 ViaView, Inc. (“ViaView,” or “Plaintiff”) complains and alleges as follows:

24 **I. NATURE OF ACTION**

25 The Defendants have violated, and continue to violate, ViaView's trademark rights.  
26 However, they violate far more than that. The Defendants operate a network of websites where  
27 they publish “involuntary pornography.” In other words, they have established a business model  
28 that depends upon stealing sexually explicit photographs of unwitting victims -- photographs which

1 these victims consider to be private and have not authorized anyone to distribute, much less  
2 distribute them to the general public. Not only do the defendants encourage and likely participate  
3 in this theft, they then publish this involuntary pornography on the Internet.

4 Not content to simply publish these victims' photographs, the Defendants also engage in a  
5 form of cyberstalking, whereby they identify the subjects of the sexually explicit photographs, and  
6 then publish not only the sexually explicit photographs, but they also publish the victims' full  
7 names, where they live, and links to their Facebook pages. The Defendants do not verify the ages  
8 of any of the subjects of the actual sexually explicit content that they publish, nor do they maintain  
9 any records as required by law. Thus, the Defendants' activities constantly violate 18 U.S.C. §  
10 2257 – a law that was put into place, in part, to prevent just this kind of conduct.

11 While ViaView's complaint about the Defendants likely pales in comparison to the  
12 grievances held by the Defendants' hundreds of victims nationwide, ViaView still has important  
13 rights the Defendants are violating. ViaView owns the trademark rights and goodwill to the mark  
14 ISANYONEUP. ViaView does not, nor would it ever, engage in "involuntary pornography."  
15 However, the Defendants' actions have a strong likelihood of confusing the public into a belief that  
16 ViaView has an involvement in this unethical and illegal conduct.

17 ViaView therefore brings this action against the Defendants for cybersquatting, trademark  
18 infringement, and unfair competition under the federal Lanham Act, with pendent claims for breach  
19 of contract, civil conspiracy, intentional interference with contractual relations, and common law  
20 trademark infringement. Plaintiff seeks damages, attorneys' fees and costs, and preliminary and  
21 permanent injunctive relief.

## 22 II. JURISDICTION

23 1. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. §§  
24 1331 and 1338(a). This Court has supplemental jurisdiction over Plaintiff's state law claims  
25 pursuant to 28 U.S.C. § 1367(a).

26 2. This Court has personal jurisdiction over Defendant Blue Mist Media based upon  
27 the following: (a) it contracted with a Nevada resident and breached the agreement that is the  
28 subject of this action; (b) it operates websites on the World Wide Web that are accessible to and

1 target residents of the State of Nevada (see **Exhibit 1**); and (c) it committed acts that it knew or  
2 should have known would cause injury to Plaintiff in the State of Nevada.

3         3. This Court has personal jurisdiction over Defendant Eric S. Chanson based upon the  
4 following: (a) upon information and belief, he is a partner with and/or the alter ego of Defendant  
5 Blue Mist Media; (b) he contracted with a Nevada resident and breached the agreement that is the  
6 subject of this action; (c) he operates websites on the World Wide Web that are accessible to  
7 residents of the State of Nevada; and (d) he committed acts that he knew or should have known  
8 would cause injury to Plaintiff in the State of Nevada.

9         4. This Court has personal jurisdiction over Defendant Kevin C. Bollaert based upon  
10 the following: (a) upon information and belief, he is a partner with and/or the alter ego of  
11 Defendant Blue Mist Media; (b) he contracted with a Nevada resident and breached the agreement  
12 that is the subject of this action; (c) he operates websites on the World Wide Web that are  
13 accessible to residents of the State of Nevada; and (d) he committed acts that he knew or should  
14 have known would cause injury to Plaintiff in the State of Nevada.

15         5. This Court has personal jurisdiction over Defendant Cody Alviar based upon the  
16 following: (a) upon information and belief, he is a partner with and/or the alter ego of Defendant  
17 Blue Mist Media; (b) he contracted with a Nevada resident and breached the agreement that is the  
18 subject of this action; (c) he operates websites on the World Wide Web that are accessible to  
19 residents of the State of Nevada; and (d) he committed acts that he knew or should have known  
20 would cause injury to Plaintiff in the State of Nevada.

21         6. This Court has personal jurisdiction over Defendant Roy E. Chanson based upon the  
22 following: (a) he committed intentional torts by encouraging and causing Defendants Blue Mist  
23 Media, Eric S. Chanson, Kevin Bolleart, and Cody Alviar to breach their contract with Plaintiff, a  
24 Nevada resident; and (b) he committed acts that he knew or should have known would cause injury  
25 to Plaintiff in the State of Nevada.

26         7. This Court has personal jurisdiction over Defendant Amy L. Chanson based upon  
27 the following: (a) she committed intentional torts by encouraging and causing Defendants Blue  
28 Mist Media, Eric S. Chanson, Kevin Bolleart, and Cody Alviar to breach their contract with

1 Plaintiff, a Nevada resident; and (b) she committed acts that she knew or should have known would  
2 cause injury to Plaintiff in the State of Nevada.

3 8. Venue is proper in the United States District Court for the District of Nevada  
4 pursuant to 28 U.S.C. § 1391(b) and (c). Venue lies in the unofficial Southern Division of this  
5 Court.

### 6 III. PARTIES

7 9. Plaintiff ViaView, Inc. (“ViaView”) is a Delaware corporation with its principal  
8 place of business in Las Vegas, Nevada. In April of 2012, Plaintiff ViaView purchased the  
9 <isanyoneup.com> domain name and all associated trademark rights and goodwill.

10 10. Upon information and belief, Defendant Blue Mist Media (“Blue Mist”) is an  
11 unincorporated business entity and is a partnership between, and alter ego of, Defendants Eric S.  
12 Chanson, Kevin C. Bollaert, and Cody Alviar.

13 11. Upon information and belief, Defendant Eric S. Chanson is an individual residing in  
14 the State of New Jersey and is a partner with and alter ego of Defendant Blue Mist.

15 12. Upon information and belief, Defendant Kevin C. Bollaert is an individual residing  
16 in the State of Illinois and is a partner with and alter ego of Defendant Blue Mist.

17 13. Upon information and belief, Defendant Cody Alviar is an individual residing in the  
18 State of Washington and is a partner with and alter ego of Defendant Blue Mist.

19 14. Upon information and belief, Defendant Roy E. Chanson is a resident of the State of  
20 New Jersey. Roy Chanson is the father of Defendant Eric Chanson.

21 15. Upon information and belief, Defendant Amy L. Chanson is a resident of the State  
22 of New Jersey. Amy Chanson is the mother of Defendant Eric Chanson.

### 23 IV. ALLEGATIONS COMMON TO ALL COUNTS

24 16. Plaintiff ViaView is the owner of the <isanyoneup.com> domain name. ViaView  
25 purchased the domain name registration and all associated and accumulated trademark rights in  
26 April of 2012.

27 17. ViaView, thus, is the owner of the ISANYONEUP common law mark and has filed  
28 an application with the United States Patent and Trademark Office (the “USPTO) for:

1 ISANYONEUP (U.S. App. No. (U.S. App. No. 85/705,441) for “computer services, namely,  
2 creating an online community for registered users to participate in discussions, get feedback from  
3 their peers, form virtual communities, and engage in social networking.”

4 18. Defendant Blue Mist and its partners and/or alter egos – Defendants Eric Chanson,  
5 Kevin Bollaert, and Cody Alviar – registered the domain names <isanyoneup.net>,  
6 <isanyoneupvideos.com>, and <isanyoneupnudes.com> (the “Infringing Domain Names”).

7 19. Defendants clearly registered the domain names with a bad faith intent to capitalize  
8 upon the ISANYONEUP trademark, of which ViaView is the proper owner.

9 20. On May 5, 2012, <isanyoneup.net> was registered to Eric Chanson and Blue Mist  
10 Media in the publicly available WHOIS information. **Exhibit 2.**

11 21. On September 29, 2012, after Chanson was informed that this lawsuit was in  
12 production, <isanyoneup.net> was transferred to Kevin Bollaert as shown in the publicly available  
13 WHOIS information. **Exhibit 3.**

14 22. Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar use the  
15 Infringing Domain Names to solicit and post naked pictures and videos of persons who were  
16 photographed without their consent or permission. Such “involuntary pornography” is violative of  
17 the subjects’ rights, and is a practice that the former owners of <isanyoneup.com> engaged in.  
18 However, ViaView, upon purchasing ISANYONEUP, immediately put an end to this particular  
19 practice – choosing to build a positive brand around other aspects of the business. The Defendants’  
20 use of the Plaintiff’s brand name for this unethical and illegal enterprise fosters a likelihood of  
21 confusion and tarnishes ViaView’s commercial reputation.

22 23. Not content to invade their victims’ privacy by posting their nude photos,  
23 Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar also post the social media  
24 pages of their victims, including but not limited to their Facebook profiles, in order to identify the  
25 victims for the purpose of embarrassing and harassing them and/or encouraging others to embarrass  
26 and harass them.

1           24.     Upon information and belief, Defendants Blue Mist Media, Eric Chanson, Kevin  
2 Bolleart, and Cody Alvarez do not obtain the permission of their victims prior to posting naked  
3 photographs of them (and their hometowns) on the World Wide Web.

4           25.     Upon information and belief, Defendants Blue Mist Media, Eric Chanson, Kevin  
5 Bolleart, and Cody Alvarez do not verify the ages of their victims prior to posting naked  
6 photographs of them on the World Wide Web.

7           26.     Upon information and belief, several of the victims whose sexually explicit  
8 photographs are on the websites associated with the Infringing Domain Names are under the age of  
9 eighteen (18) years. Thus, the Defendants ostensibly are engaged in the illegal distribution of child  
10 pornography while using the Plaintiff's trademark.

11           27.     Upon information and belief, Defendants Blue Mist, Eric Chanson, Kevin Bolleart,  
12 and Cody Alvarez are aware that several of their victims are under the age of eighteen (18) years,  
13 and thus knowingly engage in the distribution of child pornography. Furthermore, the Defendants  
14 publish actual sexually explicit content without securing or maintain the proper records as required  
15 by 18 U.S.C. § 2257.

16           28.     Defendants Blue Mist, Eric Chanson, Kevin Bollaert, and Cody Alviar registered the  
17 Infringing Domain Names using a privacy service offered by registrar GoDaddy, so that they could  
18 hide their identities from their victims and the Plaintiff – this is indicative of their bad faith and  
19 their scienter.

20           29.     Upon information and belief, Defendants Blue Mist, Eric Chanson, Kevin Bolleart,  
21 and Cody Alviar used a privacy service to register the Infringing Domain Names because they were  
22 fully aware that their conduct infringed upon Plaintiff's ISANYONEUP trademark and that their  
23 conduct in operating the websites was unlawful.

24           30.     Plaintiff ViaView learned that these Defendants were the registrants of the  
25 <isanyoneup.net> Infringing Domain Name. The Plaintiff sent a demand letter offering to  
26 purchase the domain as an alternative to litigation. The Defendants responded with a demand for  
27 payment well in excess of any out of pocket expenses related to the domain names.

28

1 31. Plaintiff ViaView's sole purposes for offering to purchase the <isanyoneup.net>  
2 Infringing Domain Name was to stop the infringement of its trademark and to ensure that the  
3 Infringing Domain Name was no longer used to victimize innocent third parties by posting their  
4 sexually explicit photographs without their knowledge or consent.

5 32. Upon receipt of ViaView's offer to purchase the <isanyoneup.net> Infringing  
6 Domain Name, Defendant Eric Chanson informed Plaintiff ViaView that he was aware of  
7 Plaintiff's purchase of the <isanyoneup.com> domain name. Defendants Blue Mist, Eric Chanson,  
8 Kevin Bolleart, and Cody Alviar were thus aware of Plaintiff's trademark rights and that they were  
9 infringing upon those rights.

10 33. Upon receipt of ViaView's offer to purchase the <isanyoneup.net> Infringing  
11 Domain Name, Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar informed  
12 ViaView that they also owned the registrations for <isanyoneupvideos.com> and  
13 <isanyoneupnudes.com> and offered to sell ViaView those domain name registrations as well, for  
14 a cost in excess of any out of pocket expenses.

15 34. Plaintiff ViaView and Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and  
16 Cody Alviar reached an agreement for the purchase and sale of all three (3) Infringing Domain  
17 Names.

18 35. The agreement between Plaintiff and these Defendants was reduced to writing. A  
19 copy of that agreement is attached hereto as **Exhibit 4**.

20 36. Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar accepted  
21 with the agreement as drafted by Plaintiff ViaView. They informed Plaintiff ViaView that they  
22 had signed the agreement and would return an executed copy of the agreement to Plaintiff's  
23 counsel, but that their fax machine was not functioning.

24 37. Defendants Roy Chanson and Amy Chanson were aware of the agreement reached  
25 by Plaintiff ViaView and Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar.

26 38. Upon information and belief, Defendants Roy Chanson and Amy Chanson were  
27 aware of the purpose and the contents of the websites associated with the Infringing Domain  
28 Names, including that the websites displayed photographs of naked persons without their

1 knowledge and that the websites contained naked photographs of persons under the age of eighteen  
2 (18) years.

3 39. Defendants Roy Chanson and Amy Chanson encouraged and induced Defendants  
4 Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar to breach the agreement with Plaintiff  
5 ViaView, and on information and belief, had knowledge of the violations of 18 U.S.C. § 2257 as  
6 well as other pornography statutes.

7 40. After Defendants Roy Chanson and Amy Chanson induced Defendants Blue Mist,  
8 Eric Chanson, Kevin Bolleart, and Cody Alviar to breach the agreement, Defendant Eric Chanson  
9 terminated the cellular phone account that he had used to speak with Plaintiff, and Plaintiff  
10 ViaView has had no further communication with Defendants.

11 41. The website associated with <isanyoneupvideos.com> is still active and displays  
12 videos and photographs of naked persons without their knowledge or consent.

13 42. The <isanyoneup.net> domain name currently redirects to <yougotposted.com>,  
14 which continues to display sexually explicit photographs without the subjects' knowledge or  
15 consent. The majority of the photographs on the website unlawfully contain a watermark  
16 containing the Plaintiff's trademark.

17 43. Defendants have disabled all content on the <isanyoneupnudes.com> domain name.

18 44. By registering and/or using the Infringing Domain Names, Defendants were and are  
19 attempting to trade on the goodwill of Plaintiff's ISANYONEUP mark.

20 45. By registering and/or using the Infringing Domain Names, Defendants were and are  
21 attempting to create an association between the Infringing Domain Names and Plaintiff's  
22 ISANYONEUP mark.

23 46. Upon information and belief, Defendants registered the Infringing Domain Names  
24 with the bad faith intent to profit from Plaintiff's mark.

25 47. Defendants have neither trademark nor other intellectual property rights in the  
26 Infringing Domain Names.

27 48. Defendants had no prior use of the Infringing Domain Names in connection with the  
28 bona fide offering of any goods or services.



1 49. Defendants did not believe or have reasonable grounds to believe that their use of  
2 the Infringing Domain Names was a fair use or otherwise lawful.

3 50. In fact, the illegal publication of child pornography and adult pornography in  
4 violation of 18 U.S.C. § 2257 can never be lawful.

5 **V. FIRST CLAIM FOR RELIEF**

6 **(Cybersquatting – 15 U.S.C. § 1125(d))**

7 51. Plaintiff incorporates the allegations in the preceding paragraphs as if fully set forth  
8 herein.

9 52. By registering and using the domain names identified herein, Defendants Blue Mist,  
10 Eric Chanson, Kevin Bolleart, and Cody Alviar have registered, trafficked in, and/or used domain  
11 names that are identical or confusingly similar to Plaintiff's trademark.

12 53. Upon information and belief, Defendants Blue Mist, Eric Chanson, Kevin Bolleart,  
13 and Cody Alviar registered, used, and/or trafficked in these domain names with a bad faith intent to  
14 profit from Plaintiff's trademark.

15 54. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered, and  
16 will continue to suffer, monetary loss and irreparable injury to its business, reputation, and  
17 goodwill.

18 **VI. SECOND CLAIM FOR RELIEF**

19 **(Trademark Infringement – 15 U.S.C. § 1125(a))**

20 55. Plaintiff incorporates the allegations in the preceding paragraphs as if fully set forth  
21 herein.

22 56. Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar used and/or  
23 are using in commerce domain names that contain Plaintiff's trademark and, thus, are confusingly  
24 similar to Plaintiff's trademark.

25 57. Defendants' use in commerce of Plaintiff's mark and/or marks confusingly similar  
26 to Plaintiff's trademark for Defendants' services constitutes a reproduction, copying,  
27 counterfeiting, and colorable imitation of Plaintiff's trademark in a manner that is likely to cause  
28 confusion or mistake or is likely to deceive consumers.

1 58. By using Plaintiff's mark and/or marks confusingly similar trademark with  
2 knowledge that Plaintiff owns, has used, and continues to use its trademarks in the United States  
3 and around the world, Defendants have intended to cause confusion, cause mistake, or deceive  
4 consumers.

5 59. Defendants are using marks identical and/or confusingly similar to Plaintiff's  
6 trademarks in connection with the sale, offering for sale, or advertising of services in a manner that  
7 is likely to cause confusion, cause mistake, or deceive consumers as to affiliation, connection, or  
8 association with Plaintiff or as to the origin, sponsorship, or approval of Defendants' services or  
9 commercial activities by Plaintiff.

10 60. Defendants' use of Plaintiff's mark and/or marks confusingly similar to Plaintiff's  
11 trademark has created a likelihood of confusion among consumers who may falsely believe that  
12 Defendants' business or websites are associated with Plaintiff's business or that Plaintiff sponsors  
13 or approves of Defendants' services or commercial activities.

14 61. As a direct and proximate result of Defendants' infringement, Plaintiff has suffered,  
15 and will continue to suffer, monetary loss and irreparable injury to its business, reputation, and  
16 goodwill.

17 **VII. THIRD CLAIM FOR RELIEF**

18 **(Unfair Competition – 15 U.S.C. § 1125(a))**

19 62. Plaintiff incorporates the allegations contained in the preceding paragraphs as if  
20 fully set forth herein.

21 63. Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar used and/or  
22 are using in commerce Infringing Domain Names that contain Plaintiff's trademark and, thus, are  
23 confusingly similar to Plaintiff's trademark.

24 64. Defendants' use in commerce of Plaintiff's trademark and/or marks confusingly  
25 similar to Plaintiff's trademark for Defendants' services constitutes a reproduction, copying,  
26 counterfeiting, and colorable imitation of Plaintiff's trademarks in a manner that is likely to cause  
27 confusion or mistake or is likely to deceive consumers.

28



1 72. As a direct and proximate result of Defendants' infringement of Plaintiff's common  
2 law trademark rights under Nevada and other common law, Plaintiff has suffered, and will continue  
3 to suffer, monetary damages, and irreparable injury to its business, reputation, and goodwill.

4 **IX. FIFTH CLAIM FOR RELIEF**

5 **(Breach of Contract)**

6 73. Plaintiff incorporates the allegations in the preceding paragraphs as if set forth fully  
7 herein.

8 74. Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar entered into  
9 an agreement with Plaintiff whereby the agreed to transfer the Infringing Domain Names to  
10 Plaintiff for compensation.

11 75. Plaintiff ViaView reduced the agreement to writing, and Defendants agreed to each  
12 of its terms. In fact, upon information and belief, Defendant Eric Chanson signed the agreement on  
13 behalf of Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar.

14 76. Plaintiff ViaView has performed all of its required obligations, covenants, and  
15 conditions pursuant to the agreement, except for those obligations, covenants, and conditions from  
16 which it has been lawfully excused from performing.

17 77. Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alivar have refused  
18 to deliver a copy of the signed agreement to Plaintiff.

19 78. Defendants have breached the agreement by refusing to transfer the Infringing  
20 Domain Names to Plaintiff.

21 79. Defendants have breached the agreement by continuing to use Plaintiff's trademark  
22 in association with the Infringing Domain Names.

23 80. As a direct, proximate, and legal result of Defendants' breaches of contract, Plaintiff  
24 has been injured in an amount to be proven at trial.

25 **X. SIXTH CLAIM FOR RELIEF**

26 **(Civil Conspiracy)**

27 81. Plaintiff incorporates the allegations in the preceding paragraphs as if set forth fully  
28 herein.

1 82. Plaintiff ViaView possessed a viable and enforceable contract with Defendants Blue  
2 Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar.

3 83. Defendants Roy Chanson and Amy Chanson were aware of Plaintiff's agreement  
4 with Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar.

5 84. Defendants Roy Chanson and Amy Chanson took concerted action to encourage and  
6 induce Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alivar to breach their  
7 agreement with Plaintiff ViaView.

8 85. Based upon the actions of Defendants Roy Chanson and Amy Chanson, Defendants  
9 Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar breached their agreement with Plaintiff  
10 ViaView.

11 86. As a direct, proximate, and legal result of this civil conspiracy, Plaintiff has been  
12 injured in an amount to be proven at trial.

13 **XI. SEVENTH CLAIM FOR RELIEF**

14 **(Intentional Interference with Contractual Relations)**

15 87. Plaintiff incorporates the allegations in the preceding paragraphs as if set forth fully  
16 herein.

17 88. Plaintiff ViaView possessed a valid, existing, and enforceable contract with  
18 Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar.

19 89. Defendants Roy Chanson and Amy Chanson were aware of the contract.

20 90. Defendants Roy Chanson and Amy Chanson engaged in intentional acts designed to  
21 disrupt the contractual relationship between ViaView, on the one hand, and Blue Mist, Eric  
22 Chanson, Kevin Bolleart, and Cody Alviar, on the other.

23 91. Defendants Roy Chanson's and Amy Chanson's intentional acts resulted in  
24 disruption of the contractual relationship,

25 92. As a direct, proximate, and legal result of this intentional interference with  
26 contractual relations, Plaintiff has been injured in an amount to be proven at trial.

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**PRAYER FOR RELIEF**

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WHEREFORE, Plaintiff ViaView, Inc. respectfully prays that the Court grant the following relief:

- a) A preliminary and permanent injunction prohibiting Defendants Blue Mist, Eric Chanson, Kevin Bolleart, and Cody Alviar, their respective officers, agents, servants, employees, and/or all persons acting in concert or participation with them, or any of them, from: (1) using Plaintiff’s trademark or confusingly similar variations thereof, alone or in combination with any other letters, words, letter strings, phrases, or designs, in commerce or in connection with any business or for any other purpose (including but not limited to on websites or in domain names); and (2) registering, owning, selling, leasing, or trafficking in any domain names containing Plaintiff’s trademark or confusingly similar variations thereof, alone or in combination with any other letters, words, phrases, or designs;
- b) A preliminary and permanent injunction requiring the current domain name registrar(s) and/or registries to immediately disable the content found at the Infringing Domain Names;
- c) A preliminary and permanent injunction requiring the current domain name registrar(s) to transfer any and all the Infringing Domain Names to the Plaintiff;
- d) An award of compensatory, consequential, statutory, and punitive damages against all Defendants in an amount to be proven at trial;
- e) An award of \$100,000 for each Infringing Domain Name, as the maximum statutory damages available. At this time, Plaintiff knows of three infringing domain names. Therefore, plaintiff seeks \$300,000 at this time. The maximum damage award is particularly appropriate, given the Defendants’ depraved, unethical, and criminal acts;
- f) An award of interest, costs, and attorneys’ fees incurred by Plaintiff in prosecuting this action under 15 U.S.C. § 1117;

- 1 g) An order declaring all Defendants to be jointly and severally liable for all of the  
2 complained-of actions and for all monetary and injunctive relief; and  
3 h) All other relief to which Plaintiff is entitled.

4  
5 Dated: September 19, 2012

Respectfully submitted,

6  
7 s/ Marc Randazza

Marc J. Randazza, NV Bar # 12265

Ronald D. Green, NV Bar #7360

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