

12/14/16 e 235

SUMMONS ON SECOND AMENDED COMPLAINT (CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

B52 MEDIA LLC, a Limited Liability Company; JONATHAN W. BIERER, as personal representative of the Estate of Lonnie Borck; ADDITIONAL PARTIES ATTACHMENT FORM IS ATTACHED

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE): SURAJ KUMAR RAJWANI, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

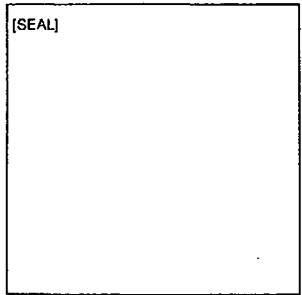
The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court, State of California
400 McAllister Street
San Francisco, CA 94105

CASE NUMBER: (Número del Caso):
CGC-16-554684

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jeffrey D. Kirk O'Connor and Associates
201 Mission Street, Suite 710 415-693-9960
San Francisco, CA 94105

DATE: **DEC 13 2016** CLERK OF THE COURT Clerk, by **GARY FELICIANO**, Deputy (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
Internet Corporation for assigned Names and Numbers, a Corporation
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date): **12/14/16**

SHORT TITLE: Rajwani v. B52	CASE NUMBER: CGC-16-554684
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, a Corporation; eNOM, Inc., a Corporation; WHOIS PRIVACY PROTECTION SERVICE, INC., a corporation and DOES 1 THROUGH 100

1 John D. O'Connor (SBN 54238)
Jeffrey D. Kirk (SBN 113163)
2 Jessica C. Shafer (SBN 297856)
O'CONNOR AND ASSOCIATES
3 201 Mission Street, Suite 710
San Francisco, CA 94105
4 Telephone: (415) 693-9960
Facsimile: (415) 692-6537

5 Attorney for Plaintiff
6 SURAJ KUMAR RAJWANI

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
12/12/2016
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO

10
11 SURAJ KUMAR RAJWANI, an individual,

12 Plaintiff,

13 vs.

14 B52 MEDIA LLC, a Limited Liability
15 Company; JONATHAN W. BIERER as
personal representative of the Estate of Lonnie
16 Borck; INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS, a
17 Corporation; eNOM, Inc., a Corporation;
WHOIS PRIVACY PROTECTION
18 SERVICE, INC., a corporation and DOES 1
THROUGH 100

19 Defendants.
20

Case No.: CGC-16-554684

**SECOND AMENDED COMPLAINT FOR
BREACH OF CONTRACT; FRAUD;
CONVERSION; BUSINESS AND
PROFESSIONS CODE §17200 AND
QUIET TITLE**

21
22
23 COMES NOW Plaintiff, SURAJ KUMAR RAJWANI, who alleges as follows:

24 **PARTIES**

25 1. Plaintiff SURAJ KUMAR RAJWANI ("Plaintiff" or "Rajwani") is an individual
26 residing in the City and County of San Francisco.

27 2. Defendant B52 MEDIA LLC ("B52") is a Limited Liability Company organized
28 and existing under the laws of the State of Maryland.

1 3. Plaintiff is informed and believes and thereby alleges that LONNIE BORCK
2 (“Borck”) is deceased. Plaintiff is further informed and believes and thereon alleges that
3 JONATHAN W. BIERER (“Bierer”) has been appointed as the personal representative of the
4 estate of Lonnie Borck. Borck, during his lifetime, was the sole owner of B52. Both B52 and
5 Borck were signatories and parties to the subject Agreement and obligated thereunder, and each
6 is the alter ego of one another; and, on information and belief, Borck and B52 ignored corporate
7 formalities, and treated Borck and B52 as one and the same entity.

8 4. On information and belief, Defendant INTERNET CORPORATION FOR
9 ASSIGNED NAMES AND NUMBERS (“ICANN”) is a corporation organized and existing
10 under the laws of the State of California. Defendant ICANN is here named as a necessary party
11 in the event that the remedy of specific performance is obtained as a result of this Complaint,
12 because ICANN is specified in the subject Agreement as the registering agent and agent for
13 transfer of ownership of the subject Domain Name. ICANN is in the business of monitoring and
14 controlling the registration of Domain Names, and also of facilitating the resolution of disputed
15 Domain Names.

16 5. On information and belief, eNOM, Inc., a corporation, claims some right, title,
17 estate, lien, or interest in the described property, which is adverse to, or creates a cloud on,
18 plaintiff’s title to that property.

19 6. On information and belief, WHOIS PRIVACY PROTECTION SERVICE, INC.,
20 a corporation, claims some right, title, estate, lien, or interest in the described property, which is
21 adverse to, or creates a cloud on, plaintiff’s title to that property.

22 7. On information and belief, DOE 1, DOE 2, DOE 3, DOE 4 and DOE 5 claims
23 some right, title, estate, lien, or interest in the described property, which is adverse to, or creates
24 a cloud on, plaintiff’s title to that property.

25 8. DOES 6 through 100 are individuals or other business entities whose identities are
26 presently unknown and who are in some manner responsible for the acts alleged herein, and who
27 are thereby sued under fictitious names.

1 promises with extortionate threats to sell the Domain Name to another party, while they were
2 still contractually obligated to sell the name to Plaintiff, actions by which Defendants
3 anticipatorily breached the Agreement.

4 13. Per the Agreement dated July 11, 2014, executed July 15, 2014, attached hereto as
5 **Exhibit A**, on July 15, 2014, Plaintiff timely paid the \$250,000 initial deposit sufficient under
6 the Agreement to require Defendants to provide DNS Access. By withholding this DNS Access
7 from Plaintiff thereafter, Defendants were in continual breach of the Agreement, excusing any
8 subsequent counterperformance by Plaintiff, a breach continuing as of the date of this Complaint.

9 14. By July 21, 2015, Plaintiff Rajwani had paid a total of \$542,000 of the total
10 purchase price of \$560,000. But Defendants, in spite of these payments, in spite of the timely
11 initial deposit payment by Plaintiff of \$250,000, and in spite of repeated promises by Defendants
12 and repeated breaches by Defendants, never provided Plaintiff with DNS Access. Defendants
13 also anticipatorily breached the Agreement by refusing to transfer ownership even if Plaintiff
14 paid \$560,000, or paid \$560,000 plus interest; insisting that Defendants could keep \$352,000 in
15 "forfeited" monies of the \$542,000 paid by Plaintiff; claiming that they were required only to
16 refund \$190,000 to Plaintiff; and had no obligation to transfer ownership of the Domain Name
17 under any circumstances, even with the payment or tender by Plaintiff of the entire \$560,000
18 plus any possible interest for late payment.

19 15. Defendants therefore defrauded Plaintiff by making continual promises in the
20 initial Agreement and subsequent Addenda to provide DNS Access without the present intention
21 of performing those promises. They withheld the promised performance unless Plaintiff agreed
22 to new and additional onerous and illegal forfeitures and penalty provisions under contractual
23 Addenda, which forfeitures and penalties are and were void against public policy and general
24 contractual principles, having no relationship to damages suffered. Defendants also committed
25 extortion by demanding payments and forfeitures in addition to those previously provided for
26 contractually, in exchange for transfer of DNS Access, which they were already contractually
27 obligated to provide. In other words, Defendants demanded additional payments, and other
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1 additional promises, without in turn exchanging any new consideration, in order to provide the
2 DNS Access they were already previously contractually obligated to provide, and for which
3 Plaintiff had clearly already paid in a timely fashion under the Agreement.

4 16. On or about June 8, 2016, without notice to plaintiff, plaintiff is informed and
5 believes and thereon alleges that the funding.com domain name was sold, hypothecated, liened
6 or otherwise transferred to eNOM, Inc., WHOIS PRIVACY PROTECTION SERVICE INC.,
7 DOE 1, DOE 2, DOE 3, DOE 4 and/or DOE 5. Plaintiff is informed and believes and thereon
8 alleges that the transferees of the domain name were not bona fide purchasers for value and
9 without notice of plaintiff's claim, and therefore took the funding.com domain name subject to
10 plaintiff's prior and superior claims.

11 17. On July 17, 2016 and following, without knowledge of the prior transfer, Plaintiff
12 tendered additional payments of \$58,000, which would bring the total paid by him to \$600,000,
13 in exchange for transfer of the Domain Name under the Agreement, thereby offering interest on
14 any payment that was even arguably late. Defendants have failed to provide either DNS Access,
15 which they have been contractually required to provide since the \$250,000 payment made by
16 Plaintiff on July 15, 2014, and have also refused to perform and anticipatorily breached their
17 promise to transfer ownership with a total payment of the \$560,000 purchase price, or the
18 \$600,000 tendered in total, or any other reasonable figure.

19 18. On or around July 11, 2014, the parties entered into a DOMAIN NAME
20 PURCHASE AND ASSIGNMENT AGREEMENT. The parties to the Agreement so named
21 were B52 Media LLC as "Seller" and Suraj Kumar Rajwani as "Buyer;" however, the
22 Agreement also referenced Borck as a Seller, and referred to Seller as "we."

23 19. In signing this Agreement, on behalf of B52, Defendant Borck and Defendant
24 B52 were the *alter ego* of one another, and essentially were one and the same entity, acting
25 jointly on behalf of each other as joint Sellers.

1 20. The purpose of the Agreement was the sale of the Domain Name “funding.com,”
2 also referred to as the “Domain Name,” a name registered with Defendant ICANN, here joined
3 as a necessary party for transfer.

4 21. In Paragraph 3 of the Agreement, Defendants, as “Seller,” agreed, upon final
5 payment, to prepare and transmit the necessary documents and/or to correspond with ICANN
6 directly or through a domain registrar to authorize transfer of the Domain Name as specified.
7 Accordingly, in order to achieve specific enforcement of this Agreement, ICANN is a necessary
8 party hereto.

9 22. Plaintiff Rajwani, prior to the Agreement, had informed Defendants that he
10 needed DNS Access in order to pay the full \$560,000 purchase price, that is, Plaintiff needed to
11 use the Domain Name to generate revenue or obtain funding to help pay for the purchase.

12 23. Accordingly, in the Agreement, the parties agreed that for a purchase price of
13 \$560,000 Defendants would transfer full ownership of the Domain Name to Plaintiff.
14 Defendants also promised that upon an initial deposit payment of \$250,000 made by Plaintiff,
15 Plaintiff would be provided by Defendants with immediate DNS Access, that is, “upon payment
16 of the deposit, Buyer shall have full use and access to the Domain Name.”

17 24. The Agreement was not executed until July 15, 2014, even though dated on July
18 11, 2014, and Plaintiff was required to make the \$250,000 deposit within two business days,
19 which he did, paying Defendants \$250,000 on July 15, 2014. Defendants have admitted that the
20 contract was signed on July 15, 2014.

21 25. Accordingly, as of July 15, 2014, Defendants were required to provide DNS
22 Access to Plaintiff.

23 26. The Agreement provided that the final payment of \$310,000 was to be made by
24 August 31, 2014. The Agreement further provided that if this Purchase Price was not paid,
25 Defendants would return the Deposit of \$250,000, less \$25,000, to Plaintiff Rajwani as “Buyer.”
26 Defendants further agreed that: “Seller agrees that throughout the course of this Agreement, he
27 will maintain a minimum \$225,000 which will be returned to the buyer in any reason whatsoever
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1 that this forgoing (sic) deal is not completed.” In effect, by this provision in which Defendants
2 could keep \$25,000, regardless of actual damages sustained, or regardless of who was at fault in
3 not completing the purchase, Defendants were thereby insisting on an illegal forfeiture or penalty
4 provision, void as against public policy and general contractual principles.

5 27. However, even though Plaintiff Rajwani timely paid Defendants \$250,000 on July
6 15, 2014, Defendants failed and refused to transfer DNS Access to Plaintiff, or to make any good
7 faith attempt to do so, or to cooperate in doing so as required by the Agreement. With
8 Defendants’ immediate and continuing material breach of the Agreement, by failure to provide
9 DNS Access, or attempting in good faith to do so, said breach excused any counterperformance
10 required of Plaintiff Rajwani. Accordingly, Plaintiff Rajwani was excused from making the final
11 payment of the purchase price on or before August 31, 2014 as provided by the Agreement. By
12 failing and refusing to provide Plaintiff with DNS Access, Defendants knew that Plaintiff was
13 unlikely to pay the final purchase price.

14 28. On August 28, 2014, even before the final Purchase Price payment was otherwise
15 due under the Agreement, Defendants threatened to sell the Domain Name and insisted, on
16 August 28, 2014, that Plaintiff Rajwani sign an Addendum, known as Addendum 1, attached
17 hereto as **Exhibit B**.

18 29. Addendum 1 was dated August 28, 2014 in the body of the Addendum, but in fact
19 was not prepared or sent to Plaintiff until September 4, 2014, on which date Plaintiff Rajwani,
20 fearing loss of the Domain Name, immediately signed on September 4, 2014. Under the terms of
21 Addendum 1, the final payment for the Domain Name purchase was extended until September
22 30, 2014. Under the terms of Addendum 1, Plaintiff Rajwani, as Buyer, was also required to
23 provide an additional deposit on September 2, 2014 of \$50,000, to be counted toward the final
24 purchase price of \$560,000.

25 30. By requiring Plaintiff to make an additional deposit by September 2, 2014, while
26 not sending Plaintiff the Addendum until September 4, 2014, Defendants attempted to create an
27 immediate claimed breach by Plaintiff Rajwani, since as of September 4, 2014 Rajwani had not
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1 made the \$50,000 deposit. This noncompliance Defendants planned to use, falsely and
2 fraudulently, to claim that Rajwani, was in immediate breach, whereas in fact Defendants
3 continued to be in breach of the Agreement by failure to provide DNS Access, which breach
4 excused any counterperformance by Plaintiff Rajwani until said breach was cured.

5 31. That Defendants were still under an obligation to provide DNS Access was made
6 clear by the explicit language of Addendum 1, which provided that:

7 The parties reaffirm no other terms or conditions of the above-mentioned original
8 contract not hereby otherwise modified or amended shall be negated or changed
as a result of this here stated Addendum.

9 32. This language clearly affirms that the obligation of Defendants to provide DNS
10 Access after the initial deposit of \$250,000 was not changed or modified by this Addendum, and,
11 accordingly, Defendants continued to be in material breach. In fact, this same language was to
12 be contained in all subsequent Addenda, such that Defendants have been and are in continual
13 breach up through the present, for not providing DNS Access, and through the present, Plaintiff
14 has been excused from all counterperformance.

15 33. Addendum 1 also increased the amount of forfeiture to \$50,000: "The total
16 amount forfeited by Buyer for not completing this transaction as agreed will be Fifty Thousand
17 Dollars (\$50,000) to Buyer."

18 34. By this language, Defendants have admitted that these amounts, and subsequent
19 amounts which they have withheld in the total amount of \$352,000, all are forfeitures which are
20 illegal, void against public policy, and do not constitute damages under contractual principles.
21 All subsequent Addenda increased the amount of claimed forfeitures, all of which are illegal not
22 only as forfeitures, but also because the amounts are not tied to any breach of the Agreement by
23 Plaintiff Rajwani, because they are not estimates of damages, and since a failure to pay timely
24 under Addendum 1 or any other Addendum may not be a breach by Plaintiff if non-payment was
25 excused by a breach of Defendants.

26 35. Plaintiff did not make the specified payments by September 30, 2014, while
27 Defendants continued to deny Plaintiff DNS Access. On January 26, 2015, after Defendants
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1 again threatened to sell the Domain Name, Plaintiff Rajwani was again forced to sign an
2 Addendum 2, attached hereto as **Exhibit C**, which was also procured by withholding the transfer
3 of DNS Access from Rajwani unless Rajwani signed.

4 36. Addendum 2 extended the final payment date until February 28, 2015.
5 Addendum 2 also provided that Plaintiff Rajwani must pay as Buyer a \$70,000 deposit by
6 January 26, 2015, the same date as Addendum 2. As in Addendum 1, Defendants forced
7 Rajwani to be in non-compliance with an Addendum provision on the day of the signing. Again,
8 however, even though Rajwani was in non-compliance with the promise to deposit \$70,000, this
9 performance, again, was excused so long as Defendants continued their withholding of DNS
10 Access.

11 37. Addendum 2 reaffirmed all other terms and conditions of the original underlying
12 Agreement, meaning that Defendants were still obligated to provide DNS Access after the
13 deposit of the \$250,000 by Plaintiff Rajwani.

14 38. Addendum 1 had provided for a \$50,000 forfeiture for any failure to pay by
15 September 30, 2014. Addendum 2 provided that for the same breach of Addendum 1, that is, the
16 failure to pay by September 30, 2014, the forfeiture for that non-payment was now increased to
17 \$75,000. This after-the-fact provision in Addendum 2 is void, as in Addendum 1, because it
18 constitutes an illegal forfeiture and penalty and also was procured without consideration. In the
19 original Agreement and in both Addenda 1 and 2, Defendants made the promise to provide DNS
20 Access without the present intent of performing that promise, a promise upon which Plaintiff
21 Rajwani relied to his detriment, constituting promissory fraud.

22 39. Additionally, Addendum 2 increased the penalty and forfeiture for non-payment
23 by the new extended date of February 28, 2015, to a total of \$125,000, which the Addendum 2
24 describes as the "amount forfeited by Buyer."

25 40. As before, Plaintiff Rajwani continued to request orally of Defendants that they
26 transfer DNS Access, but Defendants continued to fail and refuse to do so. Deprived of revenue
27 and the ability to gain investors or borrowings on the basis of DNS Access, Rajwani was able to
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1 pay only \$38,000 to Defendant on February 5, 2015, but was unable to make the final payment in
2 full, which was by terms of the Addendum 2, due on February 28, 2015.

3 41. With Defendants' continued refusal to perform by providing DNS Access, and by
4 their continuing threats to sell the Domain Name, Plaintiff was forced by Defendants to sign
5 Addendum 3, on or around March 12, 2015, which purported to extend the final payment date to
6 March 31, 2015. Addendum 3, attached hereto as **Exhibit D**, required an additional deposit by
7 Plaintiff of \$52,000 to be made by February 27, 2015, which was over two weeks prior to the
8 March 12, 2015 execution of Addendum 3, and therefore, Defendants, as in prior Addenda,
9 knew, intended, and expected that Rajwani would be in immediate claimed non-compliance with
10 Addendum 3 as of the time the Addendum 3 was executed. Nonetheless, Plaintiff Rajwani paid
11 \$52,000 on or around March 5, 2015, one week before the execution date stated in Addendum 3,
12 a payment which was accepted by Defendants.

13 42. Addendum 3 also contained the following language in Paragraph 3: "Being that
14 no additional deposits were made to Seller's bank as agreed upon in the original Addendum,
15 Seller can return the original Deposit less One Hundred Twenty-Five Thousand Dollars
16 (\$125,000.00)."

17 43. In other words, in Paragraph 3 of Addendum 3, Defendants increased the
18 forfeiture for breach of Addendum 1 to \$125,000, without consideration, and continuing to
19 violate public policy by so doing.

20 44. This agreement also provided that: "in the event that the additional deposit of
21 Fifty-Two Thousand Dollars (\$52,000.00) is not made by 4:30PM on Friday February 27, 2015,
22 this agreement will expire on 2/28/15. Seller will return the original Deposit less the agreed
23 upon forfeited amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00)."

24 45. Based upon this latter Paragraph, Defendants purported to have the immediate
25 right to a forfeiture of \$125,000 as of the time of the signing of the Addendum.

26 46. Addendum 3 also extended the final payment date until March 31, 2015, and
27 provided for a "total amount forfeited" if this date was not met of \$200,000.

1 47. However, as in the original Agreement and in all subsequent Addenda,
2 Addendum 3 contains specific language that “no other terms or conditions of the above-
3 mentioned original contract not hereby otherwise modified or amended shall be negated or
4 changed as a result of this here stated Addendum.” Again, this language kept intact Defendants’
5 contractual obligation to provide DNS Access, an obligation that was breached beginning July
6 15, 2014, a breach which continues through the date of this Complaint.

7 48. As of March 12, 2015, Plaintiff Rajwani had paid Defendants \$340,000.

8 49. Addendum 4, dated May 26, 2015, attached hereto as **Exhibit E**, provided that
9 Rajwani must make an additional deposit of \$200,000 by May 22, 2015, which was four days
10 before Addendum 4 was executed. Since Defendants knew at the time of executing Addendum 4
11 that this \$200,000 deposit had not yet been made, Defendants again created a contract in which
12 they could claim, however falsely or fraudulently, non-compliance by Rajwani at the time the
13 contractual addendum was executed.

14 50. This Addendum 4 also provided that ALL prior payments already made by
15 Rajwani were forfeited because Rajwani had not made all of the payments made in the initial
16 Agreement.

17 51. Addendum 4 also provided that payments totaling \$175,00 would be made by
18 Rajwani on dates extending from July 30, 2015 through November 30, 2015, at which point
19 Rajwani would have full transfer of ownership of the Domain Name.

20 52. Addendum 4 was the first of the Addenda to contain a provision directly and
21 separately addressing the issue of DNS Access. Addendum 4 promised immediate DNS Access,
22 (which in any case was already due and owing from Defendants as a result of the initial deposit
23 of \$250,000), to Plaintiff Rajwani if he paid an additional \$200,000:

24 The Seller will redirect the DNS to where Buyer specifies within twenty-four
25 hours of receiving the Two Hundred Thousand Dollars (\$200,000) and a written
26 request of change, but the Seller will remain the owners of the Domain Name
27 (“funding.com”) until the Buyer completes making all payments, including the
28 One Hundred Seventy Five Thousand Dollars (\$175,000.00) scheduled on or
before 11/30/15.

1 53. In fact, Plaintiff Rajwani paid, in addition to the \$340,000 already paid, an
2 additional \$202,000 pursuant to this Addendum 4, with payments extending through July 21,
3 2015, meaning that, even under this extortionate and fraudulent set of contracts, Defendants
4 admittedly were obliged within twenty-four hours of receipt of the \$202,000 to provide DNS
5 Access.

6 54. However, even in spite of the additional payment of \$202,000 by Plaintiff
7 Rajwani, Defendants failed and refused to provide Plaintiff with DNS Access. Thereafter,
8 Defendants not only refused this performance, but they also insisted that they would refund to
9 Rajwani only \$190,000 of the \$542,000 paid by Rajwani over the prior year, and insisted
10 Rajwani sign an admission that he was due as a refund only \$190,000, before they would refund
11 him the \$190,000. In spite of Rajwani's continued requests to have DNS Access, Defendants
12 failed and refused to provide it.

13 55. Plaintiff Rajwani continued to seek DNS Access, and would not agree to the
14 confiscation and forfeiture of the \$352,000 as demanded by Defendants.

15 56. On July 17, 2016, after exhaustive requests by Plaintiff of Defendants, Plaintiff
16 Rajwani met with Defendant Borck and offered to pay him and B52 an additional \$58,000, for a
17 total payment of \$600,000, to obtain not only DNS Access previously due and owing, but also
18 full transfer of ownership, which was contractually due after payment of \$560,000. Defendants
19 rejected this tender.

20 57. On or around September 27, 2016, Plaintiff Rajwani, through counsel, formally
21 tendered the total of \$600,000, entailing an additional \$58,000 payment, to gain full transfer of
22 Domain Name ownership. Defendants rejected this tender.

23 58. Under this Agreement, transfer of ownership is to be effectuated by request of
24 Defendants to ICANN to transfer ownership through appropriate registry, and Plaintiff Rajwani
25 here names ICANN as an additional Defendant and necessary party to enable specific
26 performance of the obligations of Defendants Borck and B52.

1 59. Plaintiff Rajwani here prays as an alternative to damages, specific performance of
2 the Agreement, whereby Defendants are ordered to request ICANN, and ICANN is ordered to
3 transfer ownership of the Domain Name to Plaintiff.

4 60. Alternatively, Plaintiff Rajwani seeks damages according to proof. Rajwani also
5 claims that in falsely promising DNS Access from the first Agreement through the various
6 Addenda, Defendants continued to make promises without the present intent of performing them,
7 constituting promissory fraud. In so doing, Defendants acted fraudulently, maliciously and
8 oppressively, for which Plaintiff seeks punitive damages according to proof.

9 61. In continuing from the Agreement of July 11, 2014 through Addendum 4,
10 executed on May 26, 2015, to promise transfer of DNS Access, Defendants did so without the
11 intent of performing this promise, and falsely represented that they intended to do so.

12 62. Defendants also willfully failed to comply with its promise to transfer DNS
13 Access, in breach of contract, unless Rajwani would agree to unconscionable and illegal
14 forfeiture provisions and penalties, constituting fraudulent, extortionate and illegal conduct.

15 63. In retaining Rajwani's \$542,000 without performing, and converting \$352,000 to
16 its own use and benefit, Defendants have converted this money wrongfully, and with fraud,
17 oppression and malice, for which Plaintiff Rajwani seeks punitive and exemplary damages.

18 64. The Agreement contains an attorneys fees clause and Plaintiff Rajwani has been
19 forced to incur attorneys fees, and will in the future incur them, to enforce this Agreement and
20 the Addenda. Additionally, Plaintiff Rajwani has been forced to hire attorneys and incur
21 attorneys fees in order to achieve return of monies wrongfully converted, and seeks attorneys
22 fees as damages for this conversion.

23 65. These promises and representations above stated, were knowingly false, illegal
24 and intended to deceive Plaintiff, in violation of Business and Professions Code §17200 for
25 which Plaintiff seeks all legal remedies including restitution.

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FIRST CAUSE OF ACTION

(Breach of Contract, All Defendants)

66. Plaintiff hereby incorporates by this reference all preceding and subsequent allegations of this Complaint.

67. By reason of the foregoing, and as a direct and proximate result thereof, Defendants B52 and Borck are in breach of the Agreement, for which Plaintiff seeks damages according to proof and specific performance of the contract transferring the Domain Name to Plaintiff Rajwani.

68. In the event that specific performance is ordered, Plaintiff seeks an order of this Court ordering that Defendant ICANN cooperate in the transfer of the subject Domain Name to Plaintiff Rajwani.

SECOND CAUSE OF ACTION

(Fraud, Defendants B52 and Borck)

69. Plaintiff hereby incorporates by this reference all preceding and subsequent allegations of this Complaint.

70. By making the foregoing promises and representations without the present intent of performing them, Defendants are liable to Plaintiff for promissory fraud to the damage of Plaintiff.

71. Defendants acted fraudulently, maliciously, and oppressively, for which Plaintiff seeks punitive and exemplary damages according to proof.

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THIRD CAUSE OF ACTION

(Conversion, Defendants B52 and Borck)

72. Plaintiff hereby incorporates by this reference all preceding and subsequent allegations of this Complaint.

73. By reason of the foregoing, and as a direct and proximate result thereof, Defendants, and each of them, have converted \$352,000 of Plaintiff's money to their own use and benefit, for which Plaintiff seeks damages according to proof.

74. Plaintiff has been forced to hire attorneys to obtain return of this converted money, for which Plaintiff seeks attorneys fees and costs according to proof.

75. In performing the foregoing acts, Defendants acted fraudulently, maliciously and oppressively, for which Plaintiff seeks punitive and exemplary damages.

FOURTH CAUSE OF ACTION

(Business and Professions Code §17200)

76. Plaintiff hereby incorporates by this reference all preceding and subsequent allegations of this Complaint.

77. By reason of the foregoing, Defendants have engaged in a fraudulent, unfair and illegal business practice prohibited by California Business and Professions Code §17200 and §17500, conducted by Defendants within the State of California.

78. As a direct and proximate result of the foregoing, Plaintiff seeks alternatively an injunction requiring Defendants to transfer the subject Domain Name or to make restitution for monies paid, or such other relief as may be proper.

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FIFTH CAUSE OF ACTION

(Quiet Title)

79. Plaintiff hereby incorporates by this reference all preceding and subsequent allegations of this Complaint.

80. By reason of the foregoing, plaintiff seeks to quiet title to the funding.com domain name against all adverse claims of all claimants, known and unknown, as of the date this complaint was filed.

PRAYER FOR RELIEF

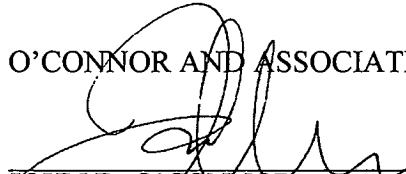
WHEREFORE, Plaintiff prays for damages against Defendants, and each of them, as follows:

- 1) For general damages according to proof;
- 2) For special damages according to proof;
- 3) For exemplary and punitive damages;
- 4) For attorneys fees;
- 5) For costs of this suit;
- 6) For specific performance;
- 7) For an order of restitution;
- 8) for an order quieting title to the funding.com domain name in plaintiff against all adverse claims, known and unknown, as of the date this complaint was filed;
- 9) For an injunction enforcing the terms of the Agreement, and prohibiting further transfers of the funding.com domain name; and
- 10) For such other and further relief which may hereinafter be deemed appropriate.

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Dated: December 12, 2016

O'CONNOR AND ASSOCIATES



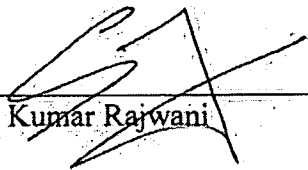
JOHN D. O'CONNOR
Attorneys for Plaintiff
SURAJ KUMAR RAJWANI

VERIFICATION

I, Suraj Kumar Rajwani, declare that:

I am the plaintiff in the above referenced matter. I have read the foregoing **SECOND AMENDED COMPLAINT FOR BREACH OF CONTRACT; FRAUD; CONVERSION; BUSINESS AND PROFESSIONS CODE §17200 AND QUIET TITLE** and know the contents thereof. The contents are true and correct of my own personal knowledge, except as to those matters which are stated upon my information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 9, 2016, at San Francisco, California.



Suraj Kumar Rajwani

Exhibit

A

DOMAIN NAME PURCHASE AND ASSIGNMENT AGREEMENT

This Domain Name Purchase and Assignment Agreement (the "Agreement") is entered into as of July 11, 2014 by and between B52 Media LLC ("Seller") and Suraj Kumar Rajwani ("Buyer").

RECITALS

WHEREAS, Seller, a limited liability company having its principal place of business at 17 Warren Rd, 8 A, Baltimore MD 21208, has adopted, used and registered with ICANN the domain name: "Funding.com" (the "Domain Name"); and

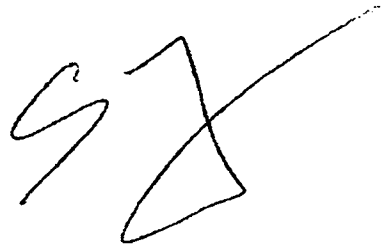
WHEREAS, Buyer is an individual having his principal place of business at 2200 Sand Hill Road, Menlo Park, CA and desires to acquire the Domain Name and the registration therefor on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Transfer.** Upon receipt of the Purchase Price, Seller shall transfer and assign to Buyer all of Seller's right, title and interest in and to the Domain Name and the registration therefor. The effective date (the "Effective Date") of the transactions contemplated herein shall be the date that the Purchase Price is received in full by Seller and the registration of the Domain Name in the name of Buyer with the appropriate domain name registry. Buyer shall not use the Domain Name for or in connection with, pornography, warez, spam, HYIP or money schemes, online gambling or any other illegal product or service.
- 2. **Purchase Price.** As consideration of the purchase, sale and transfer of the Domain Name, Buyer agrees to pay Seller Five Hundred Sixty Thousand Dollars (\$560,000) (the "Purchase Price").
 - (a) Within two (2) business days from the transfer of funds, Seller shall transfer the Domain Name to,

John Berryhill, Ph.d., Esq.
 204 East Chester Pike First Floor, Suite 4
 Ridley Park, PA 19078
 (610) 565-5601 voice
 (267) 386-8115 fax
 John @ johnberryhill.com



- (b) Within two (2) business days from the execution of this Agreement, Buyer shall send via wire transfer a deposit in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) ("Deposit") to the to Seller's bank information listed below.

Bank Of America
Greenspring
2827 Smith Avenue
Baltimore MD 21209

B52 Media LLC
Account # 446023072514
Routing # 026009593

For international wires, please add SWIFT numbers BOFAUS3N

- (c) On or before 5:00pm EDT on August 31, 2014, Buyer shall send to Seller via wire transfer to Seller's bank information listed above the balance of the Purchase Price. Upon receipt of such payment, the Escrow Agent shall be notified and the Escrow Agent shall transfer the Domain Name to Buyer.
- (d) In the event that the balance of the Purchase Price is not sent, Seller shall return the Deposit less Twenty-Five Thousand Dollars (\$25,000) to Buyer. Upon receipt of such payment, Buyer shall notify the Escrow Agent and the Escrow Agent shall transfer the Domain Name back to Seller.
- (e) Seller agrees that throughout the course of this agreement he will maintain a minimum of \$225,000 which will be returned to the buyer in any reason whatsoever that this forgoing deal is not completed. Seller alleges that he has a net-worth of at least \$1m and agrees to repay the buyer an amount of \$225,000 in the event of a default.

3. Cooperation. Upon payment of the Deposit, Buyer shall have full use and access to the Domain Name. On the Effective Date, Seller shall cease any and all use of the Domain Name. Seller shall cooperate with Buyer and to follow Buyer's instructions in order to effectuate the transfer of the Domain Name registration in a timely manner. Specifically, Seller agrees to prepare and transmit the necessary documents and/or to correspond with ICANN directly or through a domain registrar to authorize transfer of the Domain Name as specified above in Section 2. Provided however, that any search engine listings for the Domain Name will not be changed by Seller, but may be modified by Buyer at any time.

4. Representations and Warranties. Seller represents and warrants to Seller that as of the date hereof and until the Effective Date:



Agreement.

7. Sales Taxes. Buyer shall prepare and file all necessary returns relating to, and pay, the sales taxes, if any, payable in connection with the consummation of the transactions contemplated by this Agreement.

8. Nature and Survival of Representations. All warranties, representations and agreements made herein and in any certificates, schedules or other writings delivered pursuant to this Agreement on the Effective Date or otherwise shall be deemed to be material and to have been relied upon by Buyer and Seller, as the case may be, notwithstanding any investigation or verification heretofore or hereafter made by or on behalf of said parties and shall survive the Effective Date.

9. Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, but Buyer shall bear the fees associated by using the third party escrow agent.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties, and their heirs, personal representatives, executors, administrators and assigns.

11. Attorneys' Fees. Should any litigation be commenced between the parties hereto, or their personal representatives, concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

12. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreement between them concerning the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto, relating to the subject matter hereof, which are not fully expressed or incorporated by referenced herein.

13. Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California.

14. Amendments. This Agreement may be waived, altered, amended or repealed, in whole or in part, only by the written consent of both Buyer and Seller.

15. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one



instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.


BUYER:



Suraj Kumar Rajwani

SELLER:

B52 MEDIA LLC

By: 

Lon Borck
Title: President

A762308173

Exhibit

B

Addendum 1



An Agreement was made by and between Suraj Kumar Rajwari, whose principal place of business is at 2290 Sand Hill Road, Menlo Park, CA and B52 Media LLC, whose principal place of business is 17 Warren Road Suite 8A Baltimore, MD 21208 on the 28th day of August, 2014 (hereinafter referred to as "original stated contract") set forth below.

WHEREAS, the parties wish to modify the terms of the original stated contract as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated contract.

1. Modification Item 1: The final payment for the funding.com purchase will be extended until 9/30/14.

2. Modification Item 2: Buyer agrees to make an additional deposit on 9/2/14 at the minimum amount of Fifty Thousand Dollars (\$50,000), to the Seller's bank information listed in the original contract. This money will count towards the total purchase price of Five Hundred Sixty Thousand Dollars (\$560,000).

3. Modification Item 3: In the event that the balance of the Purchase Price is not sent by 9/30/14, Seller shall return the Deposit less an additional Twenty Five Thousand Dollars (\$25,000). The total amount forfeited by buyer for not completing this transaction as agreed upon, will be Fifty Thousand Dollars (\$50,000) to Buyer.

4. The parties reaffirm no other terms or conditions of the above mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of this here stated addendum.

SIGNATURE:
Lonnie Borek, B52 Media LLC

SIGNATURE:
Suraj Kumar Rajwari

8/28/14
DATE:

9/4/14
DATE:

Exhibit

C

Addendum 2

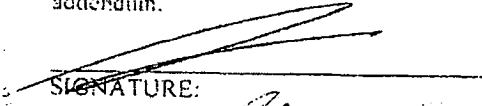


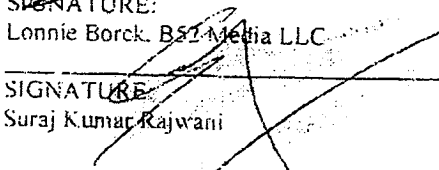
An Agreement was made by and between Suraj Kumar Rajwani, whose principal place of business is at 2200 Sand Hill Road, Menlo Park, CA and B52 Media LLC, whose principal place of business is 17 Warren Road Suite 8A Baltimore, MD 21208 on the 28th day of August, 2014 (hereinafter referred to as "original stated contract") set forth below.

WHEREAS, the parties wish to modify the terms of the original stated contract as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated contract.

1. Modification Item 1: The final payment for the funding.com purchase will be extended until 2/28/15.
2. Modification Item 2: Buyer agrees to make an additional deposit of Seventy Thousand Dollars (\$70,000), to the Seller's bank information listed in the original contract, by January 26, 2015. This money will count towards the total purchase price of Five Hundred Sixty Thousand Dollars (\$560,000).
3. Modification Item 3: Being that no additional deposits were made to the Seller's bank as agreed upon in the original addendum, Seller can return the original Deposit less an additional Seventy Five Thousand Dollars (\$75,000).
4. In the event that the additional deposit of Seventy Thousand Dollars (\$70,000) is not made by January 26, 2015, Buyer agrees that Seller can return the original Deposit less an additional Fifty Thousand Dollars (\$50,000).
5. In the event that the balance of the Full Purchase Price is not sent by 2/28/15 to the Seller's bank information listed in the original contract, Seller can return the Deposit less One Hundred Twenty Five Thousand Dollars (\$125,000). The total amount forfeited by buyer on 2/28/15 for not completing this transaction as agreed upon, will be One Hundred Twenty Five Thousand Dollars (\$125,000) to Buyer.
6. The parties reaffirm no other terms or conditions of the above mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of this here stated addendum.

SIGNATURE:

 Lonnie Borck, B52 Media LLC

SIGNATURE:

 Suraj Kumar Rajwani

DATE:

DATE:

1/26/2015
 1/26/2015

Exhibit

D

Addendum 3



An Agreement was made by and between Suraj Kumar Rajwani, whose principal place of business is at 2200 Sand Hill Road, Menlo Park, CA and B52 Media LLC, whose principal place of business is 17 Warren Road Suite 8A Baltimore, MD 21208, on the 28th day of August, 2014 (hereinafter referred to as "original stated contract") set forth below.

WHEREAS, the parties wish to modify the terms of the original stated contract as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated contract.

- 1. Modification Item 1: The final payment for the funding.com purchase will be extended until 3/31/15.
- 2. Modification Item 2: Buyer agrees to make an additional deposit of Fifty Two Thousand Dollars (\$52,000), to the Seller's bank information listed in the original contract, by 4:30PM on Friday February 27, 2015. This money will count towards the total purchase price of Five Hundred Sixty Thousand Dollars (\$560,000.00).
- 3. Modification Item 3: Being that no additional deposits were made to the Seller's bank as agreed upon in the original addendum, Seller can return the original Deposit less One Hundred Twenty Five Thousand Dollars (\$125,000.00).
- 4. In the event that the additional deposit of Fifty Two Thousand Dollars (\$52,000.00) is not made by 4:30PM on Friday February 27, 2015, this agreement will expire on 2/28/15. Seller will return the original Deposit less the agreed upon forfeited amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00).
- 5. In the event that the balance of the Full Purchase Price is not sent by 3/31/15 to the Seller's bank information listed in the original contract, Seller can return the Deposit less Two Hundred Thousand Dollars (\$200,000.00). The total amount forfeited by buyer on 3/31/15 for not completing this transaction as agreed upon, will be Two Hundred Thousand Dollars (\$200,000.00) to Buyer.
- 6. The parties reaffirm no other terms or conditions of the above mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of this here stated addendum.

SIGNATURE: Lonnie Borck, B52 Media LLC

SIGNATURE: Suraj Kumar Rajwani

March 12th 2015

DATE:

March 12th 2015

DATE:

Funding.com Addendum 5 - 2/27/15

Exhibit

E

Addendum 4



An Agreement was made by and between Suraj Kumar Rajwani, whose principal place of business is at 2200 Sand Hill Road, Menlo Park, CA and B52 Media LLC, whose principal place of business is 17 Warren Road Suite 8A Baltimore, MD 21208 on the 28th day of August, 2014 (hereinafter referred to as "original stated contract") set forth below.

WHEREAS, the parties wish to modify the terms of the original stated contract as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated contract.

1. Modification Item 1: The final payment for the funding.com purchase will be extended until 11/30/15 (Please see Item 4 for details).
2. Modification Item 2: Buyer agrees to make an additional deposit of Two Hundred Thousand Dollars (\$200,000), to the Seller's bank information listed in the original contract, by 2:00PM EST on Friday May 22, 2015. This money will count towards the original purchase price of Five Hundred Sixty Thousand Dollars (\$560,000.00).
3. It is hereby agreed and acknowledged by Buyer that the prior payments made prior to the date hereof were forfeited due to Buyer not making the required payments as set forth in the original agreement.
4. Per buyers request, in order to extend this agreement until 11/30/15, Buyer agrees to pay an additional One Hundred Seventy Five Thousand Dollars (\$175,000.00) to the Seller's bank information listed in the original contract based on the payment scheduled detailed below.
 - 1) \$30k payable on July 30th 2015
 - 2) 30k payable on August 30th 2015
 - 3) 30k payable September 30th 2015
 - 4) 30k payable October 30th 2015
 - 5) 30k payable November 30th 2015
5. The Seller will redirect the DNS to where the Buyer specifies within 24 hours of receiving the Two Hundred Thousand Dollars (\$200,000) and a written request of change, but the Seller will remain the owners of the domain name ("funding.com") until the Buyer completes making all the payments including the additional One Hundred Seventy Five Thousand Dollars (\$175,000.00) scheduled on or before 11/30/15.
6. The parties reaffirm no other terms or conditions of the above-mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of this here stated addendum.

SIGNATURE: _____
Lonnie Borck, B52 Media LLC

DATE: _____
5/26/2015

SIGNATURE: _____
Suraj Kumar Rajwani

DATE: _____

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: MAR-08-2017

TIME: 10:30AM

**PLACE: Department 610
400 McAllister Street
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at www.sfsuperiorcourt.org under Online Services.**

ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.
(SEE LOCAL RULE 4)

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

Superior Court Alternative Dispute Resolution Coordinator
400 McAllister Street, Room 103
San Francisco, CA 94102
(415) 551-3869

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.