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**UNITED STATES DISTRICT COURT,
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

MINDS AND MACHINES, LLC, a
California limited liability company, TOP
LEVEL DOMAIN HOLDINGS, LTD., a
British Virgin Islands registered company,
and FREDERICK R. KRUEGER, an
individual,

Plaintiffs,

v.

GELILA PUCK, an individual,
WOLFGANG PUCK, an individual, and the
marital community comprised thereof

Defendants.

NO.

**COMPLAINT FOR DAMAGES,
INJUNCTION, AND
DECLARATORY RELIEF**

JURY TRIAL DEMANDED

TABLE OF CONTENTS

1

2 **I. NATURE OF THE CASE 1**

3 **II. JURISDICTION AND VENUE 2**

4 **III. THE PARTIES 3**

5 **IV. FACTS..... 3**

6 A. Minds+Machines Offers Top-Level Domain Registration and Operation
Services..... 3

7 B. Wolfgang Puck and Minds+Machines Agreed to Jointly Promote and
Apply for <FOOD>..... 5

8 C. Wolfgang Puck’s Wife, Gelila Puck, Interjected Herself in the Relationship
Between Minds+Machines and Wolfgang Puck..... 6

9 D. Gelila Puck Unsuccessfully Sought to Become Involved in the Top-Level
Domain Business..... 6

10 E. Gelila Puck Interfered with Minds+Machines’ Existing Business
Relationships..... 7

11 F. The Parties Negotiated, But Did Not Enter Into, a Broader Agreement..... 9

12 G. Gelila Puck Became Hostile Towards Plaintiffs..... 10

13 H. The Pucks Falsely Claim the Short-Form Agreement Is in Effect and have
Threatened to Sue Minds+Machines, TLDH, and Krueger..... 10

14

15 **V. FIRST CAUSE OF ACTION BREACH OF CONTRACT
ALLEGED AGAINST GELILA PUCK AND WOLFGANG PUCK..... 11**

16 **VI. SECOND CAUSE OF ACTION TORTIOUS INTERFERENCE
ALLEGED AGAINST DEFENDANT GELILA PUCK ONLY 12**

17

18 **VII. THIRD CAUSE OF ACTION FRAUD
ALLEGED AGAINST DEFENDANT GELILA PUCK ONLY 13**

19 **VIII. FOURTH CAUSE OF ACTION DECLARATORY RELIEF
NO FRAUD BY PLAINTIFFS 14**

20 **IX. FIFTH CAUSE OF ACTION DECLARATORY RELIEF
NO BINDING “SHORT FORM AGREEMENT” 15**

21

22 **X. SIXTH CAUSE OF ACTION DECLARATORY RELIEF
NO MANDATORY PRE-LITIGATION DISPUTE RESOLUTION 16**

23 **XI. SEVENTH CAUSE OF ACTION DECLARATORY RELIEF
NO RIGHT TO AN ACCOUNTING 17**

24 **XII. EIGHTH CAUSE OF ACTION DECLARATORY RELIEF
NO BREACH OF CONTRACT 18**

25 **XIII. NINTH CAUSE OF ACTION DECLARATORY RELIEF
NO VIOLATION OF LANHAM ACT, 15 U.S.C. § 1051 *et seq.* 19**

26 **XIV. RELIEF REQUESTED 20**

27

28

1 Plaintiffs MINDS AND MACHINES, LLC, a California limited liability company
2 (“Minds+Machines”), TOP LEVEL DOMAIN HOLDINGS, LTD., a British Virgin
3 Islands registered company (“TLDH”), and Frederick R. Krueger, an individual, file this
4 complaint against Defendants Gelila Puck, an individual, Wolfgang Puck, an individual,
5 and the marital community comprised thereof (Wolfgang and Gelila Puck are the “Puck
6 Defendants”), on personal knowledge as to their own activities and on information and
7 belief as to the activities of others, as follows:

8
9 **I. NATURE OF THE CASE**

10 1. The Internet domain name space is expected to expand. Instead of the top-
11 level domain name <.COM>, there should soon be new top-level domain names.
12 Minds+Machines is the leading provider of services to apply for and develop new top-
13 level Internet domain names. For example, it is currently working with clients and
14 business partners to secure and operate Internet domain name registries for <.ECO>,
15 <.BASKETBALL>, <.NYC>, <.SFO>, <.RADIO>, <.ZULU>, and <.LOVE>.

16 2. Defendant Wolfgang Puck is a celebrity chef and restaurateur. Earlier this
17 year, Minds+Machines and Mr. Puck agreed that Minds+Machines would apply for and
18 ultimately develop the <.FOOD> top-level domain for the parties, and both parties would
19 promote <.FOOD> using Mr. Puck’s name, image, likeness, signature, photograph, and
20 voice.

21 3. However, Wolfgang Puck’s wife, Gelila Puck, interjected herself into the
22 relationship between Minds+Machines and Wolfgang Puck. Her behavior became
23 forceful, abusive, and erratic, ultimately causing substantial damage to Minds+Machines’
24 business.

25 4. The Puck Defendants sent a draft agreement to Plaintiffs which would have
26 granted the Puck Defendants rights in almost all of Minds+Machines’ top level domain
27 business dealings. Plaintiffs did not execute that agreement and informed the Puck
28 Defendants that the extent of their relationship would be limited to the already agreed

1 upon <.FOOD> top level domain.

2 5. In response, the Puck Defendants caused their counsel to send a letter to
3 Plaintiffs demanding that Plaintiffs allow the Puck Defendants to participate in almost
4 every top-level domain name that Minds+Machines is developing, and alleging that
5 Plaintiffs infringed Mr. Puck's trademarks.

6 6. Plaintiffs are suing Gelila Puck and Wolfgang Puck for breach of contract
7 because Wolfgang Puck has ceased promoting <.FOOD> as he agreed to do.

8 7. Plaintiffs are suing Gelila Puck for tortiously interfering with
9 Minds+Machines' employee, client and vendor relationships.

10 8. Plaintiffs are also suing Gelila Puck for fraudulently inducing them to
11 relinquish existing business relationships based on her false representations that she could
12 provide superior, competing relationships which would be more likely to result in
13 agreements for specific top-level domain applications.

14 9. Finally, Plaintiffs seek a declaration that the allegations in the Puck
15 Defendants' letter are without merit. Specifically, Plaintiffs seek declarations that i) they
16 have not committed fraud against the Puck Defendants, ii) they did not agree to the Short
17 Form Agreement that the Puck Defendants prepared, iii) they are not required to
18 participate in mandatory pre litigation dispute resolution under the Puck Defendants'
19 Short Form Agreement, iv) they do not have to provide the Puck Defendants an
20 accounting of their top level domain business; and v) they have not violated Wolfgang
21 Puck's federal trademark rights.

22
23 **II. JURISDICTION AND VENUE**

24 10. This Court has subject matter jurisdiction over this action pursuant to 28
25 U.S.C. § 1331 because Plaintiffs seek a declaration that they have not violated Wolfgang
26 Puck's federal trademark rights under 15 U.S.C. § 1051, *et seq.* as alleged by the Puck
27 Defendants.

28 11. This Court has personal jurisdiction over Wolfgang Puck and his marital

1 community, including Gelila Puck, because Wolfgang Puck has continuous and
2 systematic contacts with the State of Washington.

3 12. This Court also has personal jurisdiction over the Puck Defendants under
4 the Washington long arm statute, Wash. Rev. Code § 4.28.185(1)(a). By way of example,
5 the Puck Defendants' specific contact with Washington giving rise to this action includes
6 the transaction of business within Washington and the commission of tortious acts
7 directed at Washington.

8 13. Venue for this action is proper under 28 U.S.C. § 1391 in the United States
9 District Court for the Western District of Washington at Seattle because this is the
10 judicial district in which a substantial part of the events or omissions giving rise to the
11 claims alleged herein occurred, and because the Puck Defendants are subject to personal
12 jurisdiction in this judicial district

13 14 **III. THE PARTIES**

15 14. Plaintiff MINDS AND MACHINES, LLC is a California limited liability
16 company with its principal place of business in King County, Washington.

17 15. Plaintiff TOP LEVEL DOMAIN HOLDINGS, LTD. is a British Virgin
18 Islands registered company.

19 16. Plaintiff Frederick R. Krueger is a individual.

20 17. On information and belief, Defendant Gelila Puck is an individual.

21 18. On information and belief, Defendant Wolfgang Puck is an individual.

22 23 **IV. FACTS**

24 **A. Minds+Machines Offers Top-Level Domain Registration and Operation** 25 **Services.**

26 19. Minds+Machines is a full-service Internet domain name consulting and
27 registry services company. Minds+Machines is wholly owned by TLDH. Krueger is an
28 investor in and the chief executive officer of TLDH.

1 20. The Internet Corporation for Assigned Names and Numbers (“ICANN”) is
2 a non-profit corporation charged with, among other things, managing the assignment and
3 allocation of Internet domain names.

4 21. In 2008, ICANN announced plans to expand the range of available top-
5 level domains. “top-level domain” refers to the last part of a domain name. <.com>,
6 <.org>, and <.gov> are examples of well-known top-level domain names.

7 22. ICANN has created an application process by which an interested party
8 may seek to become a registry operator for a new top-level domain of its choice. ICANN
9 has not yet begun accepting applications, but is widely expected to do so in early 2010.

10 23. For example, a party could apply to operate a registry for the new top-level
11 domain <.court>, which would permit it to provide wholesale registration services for
12 domain names ending in <.court> such as <seattle.court>.

13 24. However, ICANN’s proposed process is expensive and complicated. A
14 party seeking to become a registry for a new top-level domain must satisfy certain strict
15 technical, legal, and financial requirements. Minds+Machines expects that each
16 application will cost several hundred thousand dollars.

17 25. Minds+Machines was formed to provide consulting and technical services
18 to parties seeking to become a registry operator for a new top-level domain.
19 Minds+Machines offers potential registry operators a wide range of services including
20 consulting services related to ICANN’s internal politics and the application process,
21 technical services enabling the actual operation of a registry, and other related services
22 including marketing and business development.

23 26. In anticipation of ICANN’s new top-level domain application process,
24 Minds+Machines has developed relationships with dozens of investors and groups
25 interested in applying for a particular top-level domain.

26 27. For example, Minds+Machines has relationships with parties seeking to
27 invest in <.ECO>, <.BASKETBALL>, <.NYC>, <.SFO>, <.RADIO>, <.ZULU>, and
28 <.LOVE>. Minds+Machines has evaluated hundreds of words and phrases in English,

1 Chinese, Hindi, and German for their commercial viability as top-level domains.

2 28. As part of its efforts, Minds+Machines became involved with Gelila and
3 Wolfgang Puck in connection with <.FOOD>.

4
5 **B. Wolfgang Puck and Minds+Machines Agreed to Jointly Promote and Apply
6 for <.FOOD>.**

7 29. Minds+Machines approached celebrity chef and restaurateur Wolfgang
8 Puck to determine whether he would be interested in collaborating with it to promote and
9 apply for, the top-level domain <.FOOD>.

10 30. Wolfgang Puck was interested, and together, Wolfgang Puck and
11 Minds+Machines began discussions relating to applying for <.FOOD> in a joint venture.

12 31. Minds+Machines and Wolfgang Puck agreed to jointly promote and apply
13 for the top-level domain <.FOOD>. Under that agreement, Wolfgang Puck would
14 promote <.FOOD> to increase demand for <.FOOD> domain names and public
15 familiarity of the <.FOOD> domain name.

16 32. Additionally, Wolfgang Puck licensed his name, image, likeness,
17 photograph, and voice to Minds+Machines to use in connection with the <.FOOD> top-
18 level domain.

19 33. Minds+Machines would contribute to those promotional efforts and also
20 conduct the actual application and provide the technical support for the <.FOOD>
21 registry.

22 34. During the parties' negotiations leading up to their agreement to proceed
23 together with <.FOOD>, Fred Krueger recommended that 5% of the profits from the
24 operation of the <.FOOD> top-level domain be allocated to Wolfgang Puck's favorite
25 charity, Meals on Wheels Association of America. Defendant Wolfgang Puck agreed that
26 some of the profits should be given to charity, but insisted that 5% of profits was too
27 much. Ultimately, the parties agreed to donate only 1% of profits to charity.

28 35. As required, Minds+Machines promoted <.FOOD> and spent over
\$100,000 promoting <.FOOD>.

1 36. For example, as part of its promotion of <.FOOD>, Minds+Machines paid
2 for a logo design for <.FOOD>, the production of a 30-minute promotional video, and a
3 launch party for several hundred people during an annual ICANN conference in Sydney,
4 Australia.

5
6
7 **C. Wolfgang Puck’s Wife, Gelila Puck, Interjected Herself in the Relationship
Between Minds+Machines and Wolfgang Puck.**

8 37. As the relationship between the Puck Defendants and Minds+Machines
9 developed, Wolfgang Puck’s wife, Gelila Puck, became personally and emotionally
10 invested in the top-level domain business and came to dominate the parties’ relationship.

11 38. Gelila Puck, who has no technical background and met Wolfgang while she
12 was answering phones at Wolfgang Puck’s Spago restaurant in Los Angeles, began to tell
13 her acquaintances that she was creating the “new Internet.” She also frequently told
14 friends, acquaintances, and business people that she was the “next Bill Gates.”

15 39. Gelila Puck sought to broaden the scope of the Puck Defendants’
16 relationship with Minds+Machines and its top-level domain services business.

17
18 **D. Gelila Puck Unsuccessfully Sought to Become Involved in the Top-Level
Domain Business.**

19 40. Gelila Puck represented to Plaintiffs that she had many connections she
20 could share with Minds+Machines that would result in additional top-level domain
21 customers for Minds+Machines.

22 41. None of Gelila Puck’s purported connections resulted in more than an
23 initial introduction:

24 42. Minds+Machines already had potential investors lined up in connection
25 with <.WINE>. Gelila Puck represented that she would introduce the parties to a new
26 partner that would enter into an agreement with them. Based on that representation,
27 Minds+Machines terminated their previous relationships. But in truth, Gelila Puck had no
28 such relationship and no agreement was reached.

1 43. Gelila Puck attempted to introduce Minds+Machines to Jonathan
2 Newhouse with Condé Nast Publications in connection with <.FASHION>.
3 Minds+Machines had previously formed a relationship with several key figures in the
4 fashion industry, including a potential introduction to Vogue’s editor-in-chief Anna
5 Wintour. At the urging of Gelila Puck, who dismissed Anna Wintour as “just an
6 employee,” and represented she would introduce the parties to a new partner that would
7 enter into an agreement with them, Minds+Machines abandoned its existing relationships
8 and followed up with Mr. Newhouse instead. But in truth, Gelila Puck had no such
9 relationship and no agreement was reached.

10 44. Gelila Puck attempted to introduce Minds+Machines to Estée Lauder. Estée
11 Lauder was not interested in applying for a new top-level domain.

12 45. Gelila Puck attempted to introduce Minds+Machines to Richard Parsons of
13 Citigroup. Mr. Parsons was not interested in pursuing a new top-level domain.

14 46. Gelila Puck attempted to introduce Minds+Machines to David Foster in
15 connection with <.MUSIC>. There was no follow up and it is unlikely that this
16 connection will result in a future relationship.

17 47. Gelila Puck introduced Minds+Machines to Jan Miller in connection with
18 <.BOOK>. It is unlikely that Ms. Miller will proceed with <.BOOK>.

19 48. Ms. Miller’s husband, Jeff Rich, may know a party interested in pursuing
20 an application for the top-level domain <.CHRISTIAN> but that relationship is only
21 speculative at this point.

22
23
24 **E. Gelila Puck Interfered with Minds+Machines’ Existing Business Relationships.**

25 49. In contrast to Gelila Puck’s multiple failed attempts at participating in
26 Minds+Machines’ business, Minds+Machines had dozens of established relationships
27 with potential applications prior to its involvement with the Puck Defendants.

28 50. Unfortunately, to its detriment Minds+Machines relied on Gelila Puck’s

1 false representations regarding her connections.

2 51. For example, Minds+Machines had established a working relationship with
3 Vanessa von Bismarck in connection with an application for <.FASHION>.

4 52. Gelila Puck represented to Minds+Machines that she had a better contact
5 that would result in an application for the <.FASHION> top-level domain. However, as
6 noted above, her purported contact had no interest in applying for the name.

7 53. Perhaps because her own attempts at business development failed, Gelila
8 Puck systematically undermined and interfered with Minds+Machines existing clients.

9 54. For example, Gelila publicly and personally insulted an agent for
10 professional football player Dhani Jones, with whom Minds+Machines was working in
11 connection with <.LOVE>.

12 55. Gelila also publicly insulted an associate of Shaquille O’Neal, with whom
13 Minds+Machines had been working in connection with <.BASKETBALL>. Gelila
14 publicly attacked Shaquille O’Neal by claiming that Mr. O’Neal is “not a brand. He may
15 be rich, but he’s not a brand like Wolfgang Puck Worldwide.”

16 56. During the ICANN meeting in Sydney, Australia, Gelila Puck shouted
17 within earshot of dozens of ICANN participants, that Minds+Machines should not
18 proceed with its application for <.ZULU>, which had already been approved by the King
19 of the Zulu nation with assistance of the daughter of the President of the Republic of
20 South Africa.

21 57. Gelila’s public insulting of Minds+Machines’ clients is likely to
22 substantially impact Minds+Machines’ business and damage Minds+Machines’
23 reputation and future income.

24 58. In addition to interfering with Minds+Machines other customers, Gelila
25 Puck has on several occasions, and in public, interfered substantially in the management
26 of Minds+Machines’ business.

27 59. Gelila Puck also spent Minds+Machines’ money without permission,
28 costing it a substantial amount of money. For example, Gelila Puck flew two of

1 Wolfgang Puck's sous chefs to Sydney to prepare food for the <.FOOD> launch party.
2 Also for the <.FOOD> launch party, Gelila Puck booked the most expensive hotel suite
3 in Sydney when Minds+Machines had already arranged for more reasonable, but still
4 luxurious, venue.

5
6 **F. The Parties Negotiated, But Did Not Enter Into, a Broader Agreement.**

7 60. During the recent ICANN conference in Sydney, the Puck Defendants
8 drafted and presented Plaintiffs with an agreement that contemplated the Puck
9 Defendants, Minds+Machines, TLDH, and Krueger entering into a broad formal
10 agreement to promote top-level domains other than <.FOOD>.

11 61. The parties exchanged multiple drafts of that proposed agreement (the
12 "Short Form Agreement") but none of Minds+Machines, TLDH, or Krueger signed the
13 Short-Form Agreement or otherwise accepted its terms.

14 62. Without the Short-Form Agreement in effect, the Puck Defendants knew
15 that their involvement with Minds+Machines was limited to the <.FOOD> top-level
16 domain. Whenever the Puck Defendants discussed other top-level domains with
17 Minds+Machines, the discussions always included what kind of investment the Puck
18 Defendants would need to make in order to participate in each specific application.

19 63. For example, Wolfgang Puck's actions and communications concerning
20 <.RESTAURANT> and <.WINE> contemplated that a deal for each name was to be
21 negotiated separately and that the Pucks would need to make an actual cash investment.

22 64. Specifically, for <.RESTAURANT>, Wolfgang Puck made an initial oral
23 commitment to invest \$150,000 in order to participate. In the case of <.WINE>, the
24 proposed deal was a four-way split where multiple investors, including Puck and Krueger
25 would invest \$100,000 each in exchange for 25% each. However, these agreements were
26 never finalized.

1 **G. Gelila Puck Became Hostile Towards Plaintiffs.**

2 65. Minds+Machines declined to enter the Short-Form Agreement proposed by
3 the Puck Defendants.

4 66. As a result, Gelila Puck became increasingly volatile and began contacting
5 Minds+Machines employees and demanding they resign.

6 67. For example, Gelila Puck contacted Ilona Margolis, Minds+Machines’
7 Director of International Business.

8 68. During her conversation with Ms. Margolis, Gelila Puck disparaged
9 Minds+Machines and its management. Gelila Puck demanded that Ms. Margolis resign
10 and told her that Minds+Machines’ management was conspiring against Ms. Puck. Gelila
11 Puck told Ms. Margolis she would subpoena her if she did not immediately quit.

12 69. Gelila Puck contacted Ms. Margolis with similar demands on at least one
13 more occasion. Minds+Machines does not know whether, and to what extent, Gelila Puck
14 has made similar contact with other employees.

15 **H. The Pucks Falsely Claim the Short-Form Agreement Is in Effect and have
16 Threatened to Sue Minds+Machines, TLDH, and Krueger.**

17 70. On August 27, 2009, counsel for the Puck Defendants sent a letter to
18 Minds+Machines, TLDH, and Krueger asserting that they were in material breach of the
19 Short Form Agreement and were fraudulently usurping business opportunities that
20 belonged to the Puck Defendants.

21 71. In the letter, a copy of which is attached hereto as **Exhibit A**, the Puck
22 Defendants claim that, under the Short-Form Agreement, they are entitled to participate
23 in a substantial portion of Minds+Machines’ top level domain-related business:

24 “the Puck Parties own 50% of the .FOOD business”

25 “the Puck Parties own 50% of any top-level domain business arising of
26 [sic] contacts and introductions provided by the Puck Parties”

27 “the Puck Parties have the right to co-invest in any top-level-domain
28 business that [Minds+Machines, TLDH, and Krueger] may pursue, except
those financed or announced . . . before May 18, 2009”.

1 72. In their letter, the Puck Defendants demanded an immediate accounting of
2 Minds+Machines, TLDH, and Krueger's business dealings.

3 73. The Puck Defendants also claim that Minds+Machines, TLDH, and
4 Krueger are improperly using Wolfgang Puck's name and goodwill in connection with
5 their TLD business:

6 "Despite its material breaches and fraudulent activity, the Kruger [*sic*]
7 Parties continue to include promotional materials related to Mr. Puc on
8 their websites and in public statements to shareholders of Top Level
Domain Holdings."

9 74. The Puck Defendants threatened to seek "immediate injunctive relief" if
10 Minds+Machines, TLDH, and Krueger failed to comply with their demands and further
11 threatened to "institute litigation to seek compensatory and punitive damages, attorneys'
12 fees, injunctive and other relief."

13
14 **V. FIRST CAUSE OF ACTION**
15 **BREACH OF CONTRACT**
16 **ALLEGED AGAINST GELILA PUCK AND WOLFGANG PUCK**

17 75. Plaintiffs incorporate the allegations set forth in paragraphs 1 through 74 as
18 though fully set forth herein.

19 76. Plaintiffs and the Puck Defendants formed a valid and binding agreement to
20 jointly pursue an application for and promote the new top-level domain name <.FOOD>
(the ".FOOD Agreement").

21 77. The .Food Agreement was supported by consideration, legal capacity, legal
22 purposes and mutual assent of the parties.

23 78. At all times relevant hereto, Plaintiffs have performed their obligations as
24 required by the .FOOD Agreement except to the extent their performance was excused by
25 the Puck Defendants' conduct.

26 79. The .FOOD Agreement required the Puck Defendants to promote the
27 <.FOOD> application and domain name.

28 80. The .FOOD Agreement also required Wolfgang Puck to license his name,

1 image, likeness, photograph, signature, and voice to Minds+Machines to use in
2 connection with the <.FOOD> top-level domain.

3 81. The Puck Defendants have ceased promoting the <.FOOD> application and
4 domain name and are in breach of the .FOOD Agreement.

5 82. Wolfgang Puck directed his attorney to send Minds+Machines a letter
6 revoking its permission to use his name, image, likeness, photograph, signature, and
7 voice in connection with the <.FOOD> top-level domain in violation of the parties'
8 .FOOD Agreement.

9 83. As a direct, proximate, and foreseeable result of the Puck Defendants'
10 aforementioned breaches of the .FOOD Agreement, Plaintiffs have been damaged in an
11 amount to be determined at trial.

12
13 **VI. SECOND CAUSE OF ACTION**
14 **TORTIOUS INTERFERENCE**
15 **ALLEGED AGAINST DEFENDANT GELILA PUCK ONLY**

16 84. Plaintiffs incorporate the allegations set forth in paragraphs 1 through 83 as
17 though fully set forth herein.

18 85. Minds+Machines had a valid contractual relationship or business
19 expectancy with multiple investors interested in sponsoring and/or applying to operate a
20 registry for a new top-level domain.

21 86. Defendant Gelila Puck knew of those valid contractual relationships and
22 business expectancies.

23 87. Defendant Gelila Puck intentionally interfered with those relationships by
24 publicly insulting Minds+Machines' actual and potential investors and business partners
25 while in the company of Minds+Machines management.

26 88. Defendant Gelila Puck interfered for an improper purpose and used an
27 improper means to cause the interference.

28 89. Particularly, the interference by Gelila Puck was for the purpose of driving
off Minds+Machines other investors for particular top-level domain names so she could

1 profit by locating replacement investors.

2 90. This conduct has and will continue to result in damages to
3 Minds+Machines and TLDH.

4 91. Those damages include loss of existing business relationships, revenue, and
5 goodwill.

6 92. As a direct, proximate, and foreseeable result of the Gelila Puck's conduct,
7 Plaintiffs have been damaged in an amount to be determined at trial.

8
9 **VII. THIRD CAUSE OF ACTION**
10 **FRAUD**
11 **ALLEGED AGAINST DEFENDANT GELILA PUCK ONLY**

12 93. Plaintiffs incorporate the allegations set forth in paragraphs 1 through 92 as
13 though fully set forth herein.

14 94. Gelila Puck represented on multiple occasions that she would be able to
15 provide business contacts to Minds+Machines that were likely to result in those parties
16 hiring Minds+Machines to apply for a new top-level domain on their behalf.

17 95. Those representations were material, as identifying applicants for new top-
18 level domains and being hired by those applicants is Minds+Machines' principal line of
19 business.

20 96. Gelila Puck's representations were false—none of her purported contacts
21 had any interest in applying to operate a registry for a new top-level domain.

22 97. At the time she made each of those representations, Gelila Puck knew they
23 were false.

24 98. Gelila Puck made those representations with the intent that
25 Minds+Machines rely on them in conducting its business.

26 99. Minds+Machines relied on the truth of Gelila Puck's representations.

27 100. Minds+Machines had the right to rely on Gelila Puck's representations.

28 101. Minds+Machines was damaged as a result of Gelila Puck's false
representations because it abandoned pre-existing business relationships to pursue those

1 endorsed by Gelila Puck.

2
3 **VIII. FOURTH CAUSE OF ACTION**
4 **DECLARATORY RELIEF – 28 U.S.C. § 2201**
5 **NO FRAUD BY PLAINTIFFS**

6 102. Plaintiffs incorporate the allegations set forth in paragraphs 1 through 101
7 as though fully set forth herein.

8 103. A justiciable substantial controversy exists between Plaintiffs and the Puck
9 Defendants over whether Plaintiffs committed fraud with respect to the Puck Defendants.

10 104. Plaintiffs and the Puck Defendants have existing or genuine rights or
11 interests upon which this Court’s judgment may effectively operate with the force and
12 effect of a final judgment at law or decree in equity upon the legal relationships of the
13 parties.

14 105. This proceeding is genuinely adversarial in character between Plaintiffs and
15 the Puck Defendants.

16 106. A declaration by the Court would terminate the controversy between
17 Plaintiffs and the Puck Defendants.

18 107. The parties need the Court to settle and to afford relief from uncertainty and
19 insecurity with respect to rights, status, and other legal relations among them.

20 108. This substantial controversy is of sufficient immediacy and reality to
21 warrant the issuance of a declaratory judgment.

22 109. This Court has the power to declare the rights, status, and other legal
23 relations between the parties pursuant to 28 U.S.C. § 2201, *et seq.*

24 110. Accordingly, Plaintiffs request that the Court issue a judgment declaring
25 that Plaintiffs did not commit fraud with respect to the Puck Defendants.

1
2 **IX. FIFTH CAUSE OF ACTION**
3 **DECLARATORY RELIEF – 28 U.S.C. § 2201**
4 **NO BINDING “SHORT FORM AGREEMENT”**

5 111. Plaintiffs incorporate the allegations set forth in paragraphs 1 through 92 as
6 though fully set forth herein.

7 112. A justiciable substantial controversy exists between Plaintiffs and the Puck
8 Defendants over whether Plaintiffs and the Puck Defendants entered into an agreement
9 titled “Short Form Agreement”.

10 113. Plaintiffs and the Puck Defendants have existing or genuine rights or
11 interests upon which this Court’s judgment may effectively operate with the force and
12 effect of a final judgment at law or decree in equity upon the legal relationships of the
13 parties.

14 114. This proceeding is genuinely adversarial in character between Plaintiffs and
15 the Puck Defendants.

16 115. A declaration by the Court would terminate the controversy between
17 Plaintiffs and the Puck Defendants.

18 116. The parties need the Court to settle and to afford relief from uncertainty and
19 insecurity with respect to rights, status, and other legal relations among them.

20 117. This substantial controversy is of sufficient immediacy and reality to
21 warrant the issuance of a declaratory judgment.

22 118. This Court has the power to declare the rights, status, and other legal
23 relations between the parties pursuant to 28 U.S.C. § 2201, *et seq.*

24 119. Accordingly, Plaintiffs request that the Court issue a judgment declaring
25 that Plaintiffs and the Puck Defendants did not enter into the Short Form Agreement.
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27
28

1
2 **X. SIXTH CAUSE OF ACTION**
3 **DECLARATORY RELIEF – 28 U.S.C. § 2201**
4 **NO MANDATORY PRE-LITIGATION DISPUTE RESOLUTION**

5 120. Plaintiffs incorporate the allegations set forth in paragraphs 1 through 119
6 as though fully set forth herein.

7 121. A justiciable substantial controversy exists between Plaintiffs and the Puck
8 Defendants over whether Plaintiffs and the Puck Defendants are required to participate in
9 pre-litigation dispute resolution as required by the Short-Form Agreement.

10 122. Plaintiffs and the Puck Defendants have existing or genuine rights or
11 interests upon which this Court’s judgment may effectively operate with the force and
12 effect of a final judgment at law or decree in equity upon the legal relationships of the
13 parties.

14 123. This proceeding is genuinely adversarial in character between Plaintiffs and
15 the Puck Defendants.

16 124. A declaration by the Court would terminate the controversy between
17 Plaintiffs and the Puck Defendants.

18 125. The parties need the Court to settle and to afford relief from uncertainty and
19 insecurity with respect to rights, status, and other legal relations among them.

20 126. This substantial controversy is of sufficient immediacy and reality to
21 warrant the issuance of a declaratory judgment.

22 127. This Court has the power to declare the rights, status, and other legal
23 relations between the parties pursuant to 28 U.S.C. § 2201, *et seq.*

24 128. Accordingly, Plaintiffs request that the Court issue a judgment declaring
25 that Plaintiffs are not required to participate in any pre-litigation dispute resolution with
26 respect to the Puck Defendants.
27
28

**XI. SEVENTH CAUSE OF ACTION
DECLARATORY RELIEF – 28 U.S.C. § 2201
NO RIGHT TO AN ACCOUNTING**

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2
3
4 129. Plaintiffs incorporate the allegations set forth in paragraphs 1 through 128
5 as though fully set forth herein.

6 130. A justiciable substantial controversy exists between Plaintiffs and the Puck
7 Defendants over whether the Puck Defendants are entitled to an accounting of Plaintiffs’
8 top-level domain business.

9 131. Plaintiffs and the Puck Defendants have existing or genuine rights or
10 interests upon which this Court’s judgment may effectively operate with the force and
11 effect of a final judgment at law or decree in equity upon the legal relationships of the
12 parties.

13 132. This proceeding is genuinely adversarial in character between Plaintiffs and
14 the Puck Defendants.

15 133. A declaration by the Court would terminate the controversy between
16 Plaintiffs and the Puck Defendants.

17 134. The parties need the Court to settle and to afford relief from uncertainty and
18 insecurity with respect to rights, status, and other legal relations among them.

19 135. This substantial controversy is of sufficient immediacy and reality to
20 warrant the issuance of a declaratory judgment.

21 136. This Court has the power to declare the rights, status, and other legal
22 relations between the parties pursuant to 28 U.S.C. § 2201, *et seq.*

23 137. Accordingly, Plaintiffs request that the Court issue a judgment declaring
24 that the Puck Defendants are not entitled to an accounting of Plaintiffs’ top-level domain
25 business.

1
2 **XII. EIGHTH CAUSE OF ACTION**
3 **DECLARATORY RELIEF – 28 U.S.C. § 2201**
4 **NO BREACH OF CONTRACT**

5 138. Plaintiffs incorporate the allegations set forth in paragraphs 1 through 137
6 as though fully set forth herein.

7 139. A justiciable substantial controversy exists between Plaintiffs and the Puck
8 Defendants over whether Plaintiffs have breached the terms of the Short-Form
9 Agreement.

10 140. Plaintiffs and the Puck Defendants have existing or genuine rights or
11 interests upon which this Court’s judgment may effectively operate with the force and
12 effect of a final judgment at law or decree in equity upon the legal relationships of the
13 parties.

14 141. This proceeding is genuinely adversarial in character between Plaintiffs and
15 the Puck Defendants.

16 142. A declaration by the Court would terminate the controversy between
17 Plaintiffs and the Puck Defendants.

18 143. The parties need the Court to settle and to afford relief from uncertainty and
19 insecurity with respect to rights, status, and other legal relations among them.

20 144. This substantial controversy is of sufficient immediacy and reality to
21 warrant the issuance of a declaratory judgment.

22 145. This Court has the power to declare the rights, status, and other legal
23 relations between the parties pursuant to 28 U.S.C. § 2201, *et seq.*

24 146. Accordingly, Plaintiffs request that the Court issue a judgment declaring
25 that the Plaintiffs did not agree to the Short-Form Agreement and cannot have breached
26 its terms.
27
28

1
2 **XIII. NINTH CAUSE OF ACTION**
3 **DECLARATORY RELIEF – 28 U.S.C. § 2201**
4 **NO VIOLATION OF LANHAM ACT, 15 U.S.C. § 1051 *et seq.***

5 147. Plaintiffs incorporate the allegations set forth in paragraphs 1 through 146
6 as though fully set forth herein.

7 148. A justiciable substantial controversy exists between Plaintiffs and the Puck
8 Defendants over whether the Puck Defendants are entitled to relief under the Lanham
9 Act.

10 149. Plaintiffs’ use of the term “Wolfgang Puck” on the TLDH website located
11 at <tldh.org> does not constitute “use” of a mark under the Lanham Act.

12 150. Plaintiffs’ use of the term “Wolfgang Puck” is not likely to cause
13 confusion, or to cause mistake, or to deceive as to the affiliation, connection, or
14 association of Plaintiffs with the Puck Defendants, or as to the origin, sponsorship, or
15 approval of Plaintiff’s goods, services, or commercial activities.

16 151. Plaintiffs’ use of the term “Wolfgang Puck” does not misrepresent the
17 nature, characteristics, qualities, or geographic origin of Plaintiff’s goods, services, or
18 commercial activities.

19 152. Plaintiffs and the Puck Defendants have existing or genuine rights or
20 interests upon which this Court’s judgment may effectively operate with the force and
21 effect of a final judgment at law or decree in equity upon the legal relationships of the
22 parties.

23 153. This proceeding is genuinely adversarial in character between Plaintiffs and
24 the Puck Defendants.

25 154. A declaration by the Court would terminate the controversy between
26 Plaintiffs and the Puck Defendants.

27 155. The parties need the Court to settle and to afford relief from uncertainty and
28 insecurity with respect to rights, status, and other legal relations among them.

156. This substantial controversy is of sufficient immediacy and reality to

1 warrant the issuance of a declaratory judgment.

2 157. This Court has the power to declare the rights, status, and other legal
3 relations between the parties pursuant to 28 U.S.C. § 2201, *et seq.*

4 158. Accordingly, Plaintiffs request that the Court issue a judgment declaring
5 that Plaintiff's use of the term "Wolfgang Puck" does not violate the Puck Defendants'
6 rights under the Lanham Act including, but not limited to, Defendant Wolfgang Puck's
7 multiple federal trademark registrations for the term WOLFGANG PUCK.

8
9 **XIV. RELIEF REQUESTED**

10 WHEREFORE, Plaintiffs MINDS AND MACHINES, LLC, TOP LEVEL
11 DOMAIN HOLDINGS, LTD., and Frederick R. Krueger request that the Court enter
12 judgment against Defendants Gelila Puck and Wolfgang Puck, jointly and severally, as
13 follows:

14 1. That the Court enter temporary and permanent injunctive relief against
15 Gelila Puck and Wolfgang Puck, and that Gelila Puck and Wolfgang Puck, their agents,
16 representatives, servants, employees, attorneys, and all others in active concert or
17 participation with Gelila Puck and Wolfgang Puck, be enjoined and restrained from:

- 18 a) Contacting Plaintiffs' vendors or employees.
19 b) Disparaging Plaintiffs, their services, and their business
20 associates.

21 2. That the Court enter a Judgment awarding Plaintiffs all quantifiable and
22 measurable damages sustained by Plaintiffs by reason of the Puck Defendants' acts
23 complained of herein in excess of five million dollars (\$5,000,000).

24 3. That the Court enter a Judgment declaring that Plaintiffs did not engage in
25 fraudulent conduct with regard to the Puck Defendants.

26 4. That the Court enter a Judgment declaring that the purported Short-Form
27 Agreement was not agreed to by the parties.

28 5. That the Court enter a Judgment declaring that Plaintiffs were not required

1 to participate in pre-litigation dispute resolution.

2 6. That the Court enter a Judgment declaring that the Puck Defendants are not
3 entitled to an accounting of Plaintiffs' top-level domain business.

4 7. That the Court enter a Judgment declaring that Plaintiffs did not breach the
5 purported Short-Form Agreement.

6 8. That the Court enter a Judgment declaring that Plaintiffs did not violate the
7 Lanham Act, 15 U.S.C. § 1051, *et seq.*

8 9. That the Court award Plaintiffs their costs and attorneys' fees.

9 10. That the Court grant such other, further, and different relief as the Court
10 deems proper under the circumstances.

11

12 Dated this 1st day of September, 2009.

13

Respectfully Submitted,

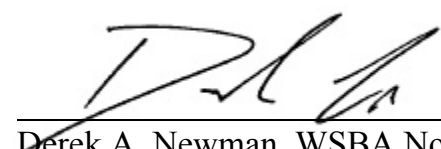
14

**NEWMAN & NEWMAN,
ATTORNEYS AT LAW, LLP**

15

16

17

By: 
Derek A. Newman, WSBA No. 26967
John Du Wors, WSBA No. 33987
Derek Linke, WSBA No. 38314

18

19

20

Attorneys for Plaintiffs
MINDS AND MACHINES, LLC
TOP LEVEL DOMAIN HOLDINGS, LTD.
FREDERICK R. KRUEGER

21

22

23

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Exhibit A



O'MELVENY & MYERS LLP

BEIJING
BRUSSELS
HONG KONG
LONDON
LOS ANGELES
NEWPORT BEACH
NEW YORK

1999 Avenue of the Stars, 7th Floor
Los Angeles, California 90067-6035

TELEPHONE (310) 553-6700
FACSIMILE (310) 246-6779
www.omm.com

SAN FRANCISCO
SHANGHAI
SILICON VALLEY
SINGAPORE
TOKYO
WASHINGTON, D.C.

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VIA OVERNIGHT DELIVERY AND E-MAIL

WRITER'S DIRECT DIAL
(310) 246-6850

Fred Krueger
3100 Donald Douglas Loop North, Hangar 7
Santa Monica, CA 90405

WRITER'S E-MAIL ADDRESS
dpetrocelli@omm.com

Minds and Machines LLC
c/o Antony Van Couvering
3100 Donald Douglas Loop North, Hangar 7
Santa Monica, CA 90405

Derek Newman (*via email only*)
Newman & Newman LLP
505 Fifth Avenue South #610
Seattle, Washington 98104

Minds and Machines LLC
c/o Antony Van Couvering
256 Fifth Avenue 4th Floor
New York, NY 10001

Top Level Domain Holdings
c/o Antony Van Couvering
256 Fifth Avenue 4th Floor
New York, NY 10001

Top Level Domain Holdings
c/o Antony Van Couvering
3100 Donald Douglas Loop North, Hangar 7
Santa Monica, CA 90405

Re: Dot Food Project LLC

Dear Sirs:

We are litigation counsel for Wolfgang and Gelila Puck (the "Puck Parties"). On their behalf, and pursuant to the May 18, 2009 Short Form Agreement ("Agreement") between the Puck Parties, on the one hand, and Fred Krueger, Minds and Machines LLC, and Top Level Domain Holdings, on the other (collectively the "Krueger Parties"), we write to notify the Krueger Parties that they are in material breach of the Agreement and are engaged in fraudulent activities to usurp business opportunities belonging to the Puck Parties. Therefore, the Puck Parties hereby request an immediate negotiation of the parties' dispute pursuant to paragraph K.b. If we are unable to resolve this dispute promptly, the Puck Parties intend institute litigation to seek compensatory and punitive damages, attorneys' fees, injunctive and other relief.

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Fred Krueger et al., August 27, 2009 - Page 2

In exchange for valuable consideration provided by the Puck Parties, the Agreement entitles the Puck Parties to significant contractual rights in at least three lines of top-level-domain businesses that any one of the Krueger Parties might happen to pursue:

- *First*, pursuant to paragraphs A, B, and I of the Agreement, the Puck Parties own 50% of the .FOOD business.
- *Second*, pursuant to paragraphs A, B, and L, the Puck Parties own 50% of any top-level-domain business arising of contacts and introductions provided by the Puck Parties. (The Puck Parties 50% interest can be reduced, if the Puck parties consent to the participation of third parties in such business opportunities, but the Krueger Parties' share in any such business is reduced proportionately as well. To date, the Puck Parties have granted no such consent.)
- *Third*, pursuant to paragraphs A, B, and L, the Puck Parties have the right to co-invest in any top-level-domain business that the Krueger Parties may pursue, except those financed or announced by the Krueger Parties before May 18, 2009, which as you know are a limited few.

The Krueger Parties have materially breached their obligations to the Puck Parties and committed fraud with respect to each one of these business opportunities in which the Puck Parties have substantial rights.

- *First*, the Puck Parties have invested significant resources to help launch the .FOOD business, and the Krueger Parties have failed to meet their contractual duties to successfully help launch the business and brand. Among other things, the Puck Parties filmed a video to promote .FOOD and the Krueger Parties generally; allowed the Puck name to be used to promote .FOOD and the Krueger Parties on their websites and press releases; hosted a hugely successful (and expensive) party in Sydney, Australia to promote .FOOD and the Krueger Parties generally; tapped into the Puck's extensive contacts in the food world to promote .FOOD and the Krueger Parties; and spent close to \$100,000 in out-of-pocket expenses to promote .FOOD and the Krueger Parties. The Krueger Parties, for their part, have fraudulently claimed they did not sign the Short Form Agreement, sought to renegotiate its terms (at terms less favorable to the Puck Parties), and, to our knowledge, done nothing to meet their extensive obligations to launch and promote the .FOOD business. Despite its material breaches and fraudulent activity, the Krueger Parties continue to include promotional materials related to Mr. Puck on their websites and in public statements to shareholders of Top Level Domain Holdings.
- *Second*, the Puck Parties utilized their contacts and relationships to help the Krueger Parties develop strategic and financial relationships with numerous third parties in a long line of top-level-domain businesses. This includes, but is certainly not limited to, setting up meetings and having discussions with Jan Miller and Jeff Rich concerning .CHRISTIAN and a variety of other domains. The Krueger Parties have affirmatively tried to deprive the Puck Parties of their contractual rights in these business ventures (e.g., by trying to exclude the Pucks from the .CHRISTIAN business and dealings with

O'MELVENY & MYERS LLP

Fred Krueger et al., August 27, 2009 - Page 3

Mr. Rich and Ms. Miller) and have refused to keep the Puck parties apprised of the Kruger Parties' efforts to develop and promote these and other businesses.

- *Third*, the Puck Parties gave the Kruger Parties and their new business ventures indispensable credibility. Indeed, paragraph B of the Agreement focuses directly on the Kruger Parties' ability to use Mr. Puck's name to promote the Kruger Parties' businesses, and the Kruger Parties took full advantage of this goodwill on their website, in statements to investors in public markets, at the ICANN meetings in Sydney in June 2009, in public relations materials, and in business pitches. In turn, the Kruger Parties have failed to meet their obligation to offer the Puck Parties the ability to co-invest in any and all top-level-domain business opportunities that the Krueger Parties pursue, save those financed or announced before May 18, 2009. The Kruger Parties' failure to offer the Puck Parties this right to co-invest is a further material breach of Paragraph L.

So that the Puck Parties may assess their rights under the Agreement, they need, as is their right, *see, e.g.*, CAL. CORP. CODE §§ 17106, 16403; *Burkle v. Burkle*, 141 Cal. App. 4th 1029 (2006), a full and immediate accounting of the Kruger Parties' business dealings as they relate to any and all of three categories of business opportunities above. This information must be provided immediately given the impending decisions being made by ICANN to award domain names in the near future. If you refuse to provide it, the Puck Parties will seek immediate injunctive relief (including an inspection of the Kruger Parties' business records and an accounting) to protect and vindicate their rights.

I am available to discuss all of these issues, as is my partner, Matt Kline. The Puck Parties have also designated Tom Kaplan as their business representative to discuss these matters with your business representative, and propose that the negotiation called for by paragraph K.b of the Agreement occur on September 11, 2009, at a neutral site in Beverly Hills. We need the information described above to proceed with the meeting.

If you are represented by counsel (and we are copying Derek Newman in case he represents you in this matter), please ask your counsel to contact us immediately.

All of the Puck Parties' rights and remedies are hereby reserved.

Very truly yours,



Daniel M. Petrocelli
of O'MELVENY & MYERS LLP

cc: Wolfgang Puck
Gelila Puck
Matthew T. Kline, Esq.

CC1:813627