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8 Attorney for Plaintiff

9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF ARIZONA**

11 Booth.com, Ltd.,
12 Plaintiff,

Case No. _____

13 v.

VERIFIED COMPLAINT

14 SmartWallet.com, an Internet domain
15 name, *in rem*; LE Holdings, LLC, a
16 foreign limited liability company,

JURY TRIAL DEMANDED

17 Defendants.

18 For its Complaint, Plaintiff Booth.com, Ltd. alleges as follows:

19 **NATURE OF THE CONTROVERSY**

20 1. This case is brought pursuant to 15 U.S.C. § 1114(2)(D)(iv)-(v) and for
21 declaratory relief pursuant to 28 U.S.C. § 2201 to establish that Plaintiff's registration
22 and use of the internet domain name <SmartWallet.com> (the "Defendant Domain
23 Name" or "DDN") is not unlawful under the Anticybersquatting Consumer Protection
24 Act (15 U.S.C. § 1125(d)(HACPA") or otherwise under the Lanham Act (15 U.S.C. §
25 1051, et seq.), (1) to prevent the transfer of the Domain Name to Defendant, which has
26 been locked due to Defendant LE Holdings, LLC (Hereinafter "LE") filing of a Uniform
27 Domain Name Dispute Policy (UDRP) proceeding captioned: LE Holdings LLC v.
28 PrivacyDotLink Customer 4232687, WIPO Case No. FA2011001919165 (November 19,
2020), (2) to establish the UDRP process undertaken, in the above proceeding is in
violation of Plaintiff's contractual rights; (3) and to recover attorneys' fees, costs and
damages as set forth herein.

GINGRAS LAW OFFICE, PLLC
4802 E. RAY ROAD, #23-271
PHOENIX, AZ 85044

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because this cause arises under 15 U.S.C. § 1114 in that Plaintiff is the registrant of a domain name that has been suspended, disabled, or transferred under a policy provided by the registrar thereof relating to alleged conflict with a trade or service mark claimed by Defendant.

3. This Court has personal jurisdiction over Defendant because Defendant expressly and voluntarily agreed to submit to the jurisdiction of this Court when it initiated an administrative proceeding pursuant to the UDRP concerning the Domain Name. Specifically, Defendant voluntarily and expressly agreed in its UDRP complaint (the “UDRP Complaint”) to submit to the jurisdiction of the registrar in connection with any legal action in any way related to the UDRP proceeding. The address listed for the registrar, Godaddy is 14455 N. Hayden Road Scottsdale, AZ.

4. In preparing and filing the Complaint in the above UDRP Proceeding, Defendant (as Complainant) specifically admitted and agreed:

MUTUAL JURISDICTION

The Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the domain name, to LE Holdings LLC at the location of the principal office of the concerned registrar. UDRP Rule 3(b)(xii).

See Exhibit A – UDRP Complaint

5. Defendant has directed activity into this judicial district with the intent to deprive Plaintiff of rights under a contract having a situs in this judicial district.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(I) and (2).

JURISDICTION AND VENUE

7. Plaintiff Booth.com, Ltd is a Gibraltar company with a primary address at 4 Giro’s Passage, Suite 4, Gibraltar Gibraltar GX11 1AA, Gibraltar.

1 8. At the time the UDRP Complaint was filed, the Domain Name was
2 registered by Plaintiff with Uniregistry, a GoDaddy subsidiary, a domain name registrar
3 having its principal offices in Scottsdale, AZ.

4 9. The terms of the registration agreement pursuant to which the Domain
5 Name was registered specifies that the laws of the State of Arizona apply as to the
6 interpretation of the registration agreement and any dispute arising in connection
7 therewith.

8 10. On information and belief, Defendant LE Holdings LLC is a California
9 limited liability company with a primary address of 1427 Vine Lane, Alamo, CA 94507.

10 **FACTS**

11 11. Plaintiff runs an Internet business which deals in the buying and selling or
12 leasing descriptive / generic domain names.

13 12. The domain name SmartWallet.com was first registered on January 1, 2017
14 and was held by the original registrant until sold to Plaintiff. *See Exhibit F* – SmartWallet
15 WHOIS – WHOWAS.

16 13. Plaintiff acquired the defendant domain name from Baujun Lin via
17 Escrow.com for \$25,239.50, with the sale finalizing on April 22, 2020. *See Exhibit B* –
18 Escrow.com Transaction summary).

19 14. Plaintiff bought the defendant domain name SMARTWALLET.COM,
20 because it generically describes a well-known term.

21 15. A search for the single word SMARTWALLET on Google brings up
22 1,270,000 results and as two words 185,000,000 results. *See Exhibit C* – Google
23 searches.

24 16. A smart wallet can mean either a physical wallet that has added features or
25 a crypto wallet that has added features. *See Exhibit D* – Smart Wallet Definition.

26 17. The words ‘Smart Wallet’ has been the subject of 86,674 trademark
27 applications, 38,108 of which are still active and 11,344 of which are based in the United
28 States. *See Exhibit E* – Smart Wallet Trademark Applications.

1 18. The domain registration contract (“Contract”) between GoDaddy Inc. and
2 Plaintiff for the registration of the Domain Name provides that all parties must submit to
3 the UDRP process and its related rules. See
4 <https://www.godaddy.com/legal/agreements/domain-name-dispute-resolution-policy>

5 19. The UDRP is a mandatory administrative proceeding, which provides in
6 pertinent part:

7
8 k. Availability of Court Proceedings. The mandatory administrative
9 proceeding requirements set forth in Paragraph 4 shall not prevent either
10 you or the complainant from submitting the dispute to a court of
11 competent jurisdiction for independent resolution before such mandatory
12 administrative proceeding is commenced . . .

13 **THE UDRP PROCEEDING**

14 20. Defendant filed its UDRP action on November 18, 2020.

15 21. Plaintiff has chosen not to participate in the UDRP action and instead move
16 the matter directly to this court.

17 22. In the UDRP action, Defendant asserted its trademark, indicated that its
18 mark and domain name were identical; asserted as its sole basis for Plaintiff to not have a
19 legitimate right to the domain name that Plaintiff is a domain name investor; and merely
20 stated that to the best of Defendant’s knowledge “SmartWallet.com has never been used”
21 to argue that the domain name was registered or used in bad faith.

22 23. Defendant has not presented any evidence in the UDRP proceeding that
23 Plaintiff registered the Domain Name with any right of the Defendant in mind or that
24 Plaintiff had a bad faith intent to profit from Defendant's claimed rights in France.

25 24. Defendant has not presented any evidence in the UDRP proceeding that
26 Plaintiff has used the Domain Name in a manner intended to profit from Defendant's
27 trademark.

1 25. Defendant has not presented any evidence in the UDRP proceeding that
2 Plaintiff had ever promoted goods and services related to Defendant or that Plaintiff had
3 ever intended to confuse consumers seeking Defendant.

4 26. Defendant has not presented any evidence in the UDRP proceeding of
5 actual consumer confusion.

6 27. Defendant has not presented any evidence in the UDRP proceeding that
7 Plaintiff had attempted to sell the Domain Name to Defendant.

8 **DEFENDANT'S TRADEMARK**

9 28. When filing its UDRP action, Defendant claimed trademark rights to the
10 term Smart Wallet based on US Trademark Registration 3839388 which was registered
11 on August 24, 2010 in association with G & S Wallets. The registrant disclaimed the
12 word 'Wallet' apart from the mark as shown.

13 29. A review of the sample of use submitted by Defendant when renewing its
14 trademark to the trademark office is deficient as it shows a generic wallet with the words
15 Smart Wallet typed digitally on the picture. (See Exhibit F - sample of use for renewal of
16 3839388)

17 30. Even a cursory review makes it clear that the words 'Smart Wallet' were
18 digitally placed on the product and are therefore both a false statement to the trademark
19 office and does not show use in commerce.

20 31. As noted before there is at this time massive use of the term 'Smart Wallet'
21 both across the internet and as filings with the various trademark offices around the
22 world.

23 32. The term is so widely used in the marketplace and is merely informational
24 in nature such that it cannot function as a trademark.

25 **FIRST CAUSE OF ACTION**
26 **REVERSE DOMAIN NAME HIJACKING UNDER**
27 **15 U.S.C. § 114(2)(d)(IV)-(V)**

28 33. Plaintiff incorporates all allegations set forth prior to this paragraph.

1 34. Plaintiffs Domain Name has been locked beyond Plaintiffs full enjoyment
2 of the benefits of registration thereof in consequence of false statements made by
3 Defendant under a dispute policy (the UDRP) followed by the domain registrar
4 GoDaddy, Inc. The Domain Name has been ordered transferred and would be transferred
5 to Defendant but for this Action.

6 35. Plaintiff has provided Defendant with notice of this Action. Plaintiff has
7 incurred costs, including, without limitation, attorneys' fees and court costs, in seeking to
8 prevent transfer of the Domain Name.

9
10 **SECOND CAUSE OF ACTION**
11 **CANCELLATION OF FEDERAL REGISTRATION**
12 **US TRADEMARK REGISTRATION 3839388**

13 36. Plaintiff incorporates all allegations set forth prior to this paragraph

14 37. Plaintiff seeks cancellation of US Trademark Registration 3839388
15 pursuant to Sections 14 and 37 of the Lanham Act, 15 U.S.C. §§ 1064 & 1119 because
16 the term 'SMART WALLET' is generic, so highly descriptive as to be incapable of
17 functioning as a trademark through acquired distinctiveness or is merely descriptive and
18 lacks secondary meaning for the services identified in the registration.

19 38. Plaintiff further seeks cancellation of US Trademark Registration 3839388
20 based on fraud on the trademark office.

21 39. Plaintiffs will be damaged by continued registration of 'SMART
22 WALLET' because such continued registration imperils Plaintiff's ownership and use of
23 the domain name SMARTWALLET.COM.

24 **THIRD CAUSE OF ACTION**
25 **DECLARATORY RELIEF**
26 **15 U.S.C. § 2201 NON-VIOLATION OF LANHAM ACT**

27 40. Plaintiff incorporates all allegations set forth prior to this paragraph.

28 41. Plaintiff has not sought to profit in any manner from registration and use of
the Domain Name, and has not intended to profit in bad faith from any trade or service
mark.

1 42. On information and belief, Defendant does not engage in interstate
2 commerce in the United States of America in connection with the manufacture, sale, or
3 transportation of any goods or services denominated as originating with SMART
4 WALLET or any colorable variation thereof.

5 43. Plaintiff reasonably believes its registration and use of the Domain Name
6 was and is lawful under the Lanham Act.

7 44. Plaintiff's registration and use of the Domain Name does not, and is not
8 likely to cause confusion, or to cause mistake, or to deceive as to the affiliation,
9 connection or association of Plaintiff with Defendant, or as to the origin, sponsorship, or
10 approval of Plaintiff's goods, services, or commercial activities by Defendant.

11 45. Plaintiff's registration and use of the Domain Name do not misrepresent the
12 nature, characteristics, qualities, or geographic origin of Plaintiffs or Defendant's goods,
13 services, or commercial activities.

14 46. Defendant's allegations that Plaintiffs are violating Defendant's trademark
15 rights are seriously and irreparably injuring and adversely affecting Plaintiffs. Unless this
16 Court declares Plaintiffs' rights in this case of actual controversy, Defendant's allegations
17 will continue to injure and adversely affect Plaintiffs. Plaintiffs have no adequate remedy
18 at law.

19 **FOURTH CAUSE OF ACTION**
20 **CONVERSION**

21
22 47. Plaintiff incorporates all allegations set forth prior to this paragraph.

23 48. Plaintiff owns a valuable property right in possession of the Domain Name.

24 49. By invoking the UDRP, defendant has asserted dominion over the Domain
25 Name and has impaired Plaintiff's possession and control of the Domain Name.

26 50. Defendant continues to willfully exert dominion over the Domain Name.
27
28

1 51. Absent a declaration of this court, Defendant will continue to exert
2 dominion over the Domain Name and wrest all rights in the Domain Name from Plaintiff
3 for Defendant's use thereof.

4
5 **WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

6 A. For a declaration by the Court, that Defendant has no trademark rights that
7 are subject to protection in the United States.

8 B. For a declaration by the Court, pursuant to 15 U.S.C. § 1114(2)(D)(iv)(v),
9 plaintiff is entitled to registration, ownership and use of the domain name
10 SMARTWALLET.COM.

11 C. For a declaration by the Court, pursuant to 28 U.S.C. § 2201, Plaintiff's
12 registration of the Domain Name is lawful and does not infringe on any trade or service
13 mark right the Defendant may claim in the United States;

14 D. For a declaration by the Court that Defendant has attempted unlawfully to
15 interfere with Plaintiff's rights and expectations under its domain name registration.

16 E. Damages according to proof at trial but an amount not less than
17 \$100,000.00;

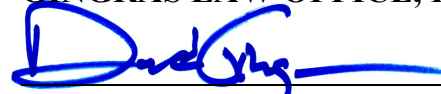
18 F. Punitive damages according to proof at trial;

19 G. Cost and expenses, including costs under 15 U.S.C. § 1114(2)(D)(iv)-(v)
20 and reasonable attorneys fees; and

21 H. For such other and further relief as this Court deems just and proper.

22
23 DATED: December 11, 2020

24 **GINGRAS LAW OFFICE, PLLC**

25 

26 David S. Gingras, Esq.
27 Attorney for Plaintiff
28

JURY DEMAND

Demand for Jury Trial Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure,
Plaintiff respectfully requests a trial by jury of all issues so triable.

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4802 E. RAY ROAD, #23-271
PHOENIX, AZ 85044

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VERIFICATION

I, Andy Booth declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the facts contained in the foregoing verified complaint are true and correct to the best of my knowledge, information and belief.

Executed On: December 11, 2020

/s/ Andy Booth
Andy Booth

GINGRAS LAW OFFICE, PLLC
4802 E. RAY ROAD, #23-271
PHOENIX, AZ 85044

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Exhibit A



*LE Holdings LLC
1427 Vine Lane
Alamo, CA 94507*

v.

Domain Names In Dispute:
smartwallet.com

*andy@booth.com
Andy Booth
Suite 4
4 Giro's Passage
Gibraltar, Gibraltar GX11 1AA
Gibraltar
Phone: +34 695054454*

**COMPLAINT IN ACCORDANCE WITH
THE UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY**

[1.] This Complaint is hereby submitted for decision in accordance with the Uniform Domain Name Dispute Resolution Policy (UDRP), adopted by the Internet Corporation for Assigned Names and Numbers (ICANN) on August 26, 1999 and approved by ICANN on October 24, 1999, and the Rules for Uniform Domain Name Dispute Resolution Policy (UDRP Rules), with an effective date of July 31, 2015, and the FORUM's Supplemental Rules (Supp. Rules). UDRP Rule 3(b)(i).

[2.] **COMPLAINANT INFORMATION**

[a.] Name: *LE Holdings LLC*
[b.] Address: *1427 Vine Lane, Alamo, CA 94507 U.S.A.*
[c.] Telephone: *(415)517-9033*
[d.] Fax: *(925)954-1669*
[e.] E-Mail: *mia@mosaicbrandsinc.com*

[3.] COMPLAINANT AUTHORIZED REPRESENTATIVE, IF ANY

[a.] Name: *Mia Kaminski*
[b.] Address: *LE Holdings LLC, 1427 Vine Lane, Alamo, CA 94507 U.S.A.*
[c.] Telephone: *(415)517-9033*
[d.] Fax: *(925)954-1669*
[e.] E-Mail: *mia@mosaicbrandsinc.com*

UDRP Rule 3(b)(ii).

Complainant's preferred contact person for correspondence relating to this case:

[a.] Contact Name(s): *Mia Kaminski*
[b.] Contact Emails(s): *mia@mosaicbrandsinc.com*

The Complainant chooses to have this dispute heard before a (check one):
 X *single-member administrative panel; _____ three-member administrative panel*].
Rule 3(b)(iv).

[If Complainant elects to have this dispute heard before a three-member panel, provide the names and contact details of three candidates from any ICANN-approved Provider's list of panelists to serve as one of the panelists.] UDRP Rule 3(b)(iv).

[4a.] RESPONDENT 1 INFORMATION – smartwallet.com

[a.] Name: *Andy Booth*
[b.] Address: *Suite 4
4 Giro's Passage
Gibraltar, Gibraltar GX11 1AA
Gibraltar*
[c.] Telephone: *+34 695054454*
[d.] Fax: *Unknown*
[e.] E-Mail: *andy@booth.com*

[5a.] RESPONDENT 1 AUTHORIZED REPRESENTATIVE, IF KNOWN

[a.] Name: *None known*
[b.] Address: *[enter mailing address]*
[c.] Telephone: *[enter telephone number(s)]*
[d.] Fax: *[enter facsimile number]*
[e.] E-Mail: *[enter e-mail address(es)]*

Rule 3(b)(v).

[In this section, please include any arguments you are making with respect to FORUM Supplemental Rule 1(d)].

[6.] **DISPUTED DOMAIN NAME(S)**

[a.] The following domain name(s) is/are the subject of this Complaint: Rule 3(b)(vi).

Registrar: smartwallet.com

[b.] Registrar Information: UDRP Rule 3(b)(vii).

[i.] Registrar 1 Name (smartwallet.com): *GoDaddy Online Services
Cayman Islands LTD*

[ii.] Registrar Address: *94 Solaris Avenue
Camana Bay, Grand Cayman KY1-1108*

[iii.] Telephone Number: *(800)818-1828*

[iv.] E-Mail Address: *udrp@uniregistry.com*

[c.] Trademark/Service Mark Information: Rule 3(b)(viii).

Smartwallet.com

SMART WALLET®

USPTO Registration

Serial #:78841433

Registration#: 3839388

Classification: Wallets

Registration Date: August 24, 2010

(See Attached USPTO Trademark Registration)

Image of Smart Wallet® in packaging. The Smart Wallet® was designed, and is manufactured, marketed and sold by Mosaic Brands Inc., an affiliate/licensee of LE Holdings LLC, the complainant in this proceeding.



The USPTO registered trademark information for Smart Wallet® can be found below.

9/22/2020

Trademark Electronic Search System (TESS)



United States Patent and Trademark Office

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[Filing Fees](#)
[Registration](#)
[SEARCH IDS](#)
[Search](#)
[HELP](#)
[Query List](#)
[Class List](#)
[Form List](#)
[First Doc](#)
[Proxy Doc](#)
[Hurt Doc](#)
[Last Doc](#)

[Logout](#) Please [logout](#) when you are done to release system resources allocated for you.

[Start](#) List All OR [Jump](#) to record: **Record 21 out of 29**

[TIADR](#)
[ASSIGN Status](#)
[TTAB Status](#)
 (Use the "Back" button of the Internet Browser to return to TESS)



Word Mark: SMART WALLET
Goods and Services: IC 018, US 001 002 003 002 041, G & S: Wallets, **FIRST USE:** 20190418, **FIRST USE IN COMMERCE:** 20100410
Standard Characters Claimed:
Mark Drawing Code: (4) STANDARD CHARACTER MARK
Serial Number: 78841433
Filing Date: March 29, 2019
Current Basis: 1A
Original Filing Basis: 1B
Published for Opposition: April 17, 2020
Registration Number: 2870388
Registration Date: August 24, 2019
Owner: (REGISTRANT) MOSAIC INTERNATIONAL LLC LIMITED LIABILITY COMPANY CALIFORNIA PO BOX 2639 SAN RAMON CALIFORNIA 94583
 (LAST LISTED OWNER) LE HOLDINGS LLC LIMITED LIABILITY COMPANY CALIFORNIA 1427 Vileo Lane Alhambra CALIFORNIA 94507
Assignment Recorded: ASSIGNMENT RECORDED
Disclaimer: NO CLAIMS MADE TO THE EXCLUSIVE RIGHT TO USE "WALLET" APART FROM THE MARK AS SHOWN
Type of Mark: TRADEMARK
Register: FEDERAL
Attitude Test: SECT 15, SECT 8 (5-YR)
Live/Dead Indicator: LIVE

[tesearch.uspto.gov/tmsearch/ft/index.html?db=uspto&seq=2/1](#)

12

[7.] **FACTUAL AND LEGAL GROUNDS**

This Complaint is based on the following factual and legal grounds: UDRP Rule 3(b)(ix). ***[All three elements of the Policy must be alleged and proved by the Complainant. UDRP Para. 4(a).] [The analysis in this section may require more space than provided, but the entire Complaint shall not exceed fifteen (15) pages. FORUM Supp. Rule 4(a).]***

[a.] *Specify in the space below the manner in which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights. UDRP Rule 3(b)(ix)(1); UDRP Policy ¶ 4(a)(i).*

SmartWallet.com

This domain name SmartWallet.com is identical to Smart Wallet®, a U.S. registered trademark owned and used by LE Holdings LLC and its affiliates/licensees since approximately 2007. The trademark, Smart Wallet® has been used to identify a physical product for approximately 13 years. A great deal of time, effort and money has been invested in developing the brand, “Smart Wallet,” and we cannot allow a domain name owner to do nothing and take advantage of all of our expenditures on building this brand.

[b.] *Specify in the space below why the Respondent (domain-name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint. UDRP Rule 3(b)(ix)(2); UDRP Policy ¶ 4(a)(ii). The Panel may consider any relevant aspects included in, but not limited to UDRP Policy ¶ 4(c).*

SmartWallet.com

The respondent has no physical product or service associated with this domain name. They are merely seeking to make money by speculating on domain names that mirror legitimate trademarks.

Andy Booth, the respondent and registered owner of *smartwallet.com* along with his company MediaX are known to be domain name “investors/speculators.” To the best of our knowledge and in reaching out to Mr. Booth’s company, it is apparent that no effort has been made to build any sort of brand with SmartWallet.com. They are merely waiting until someone else, who has invested in building such a brand as “Smart Wallet,” to pay them some exorbitant sum of money for doing nothing.

Below you will find information on Mr. Andy Booth and MediaX.



ANDY BOOTH

Co-founder

Andy was the first Booth brother to get into the digital space. He began primarily as a domain name investor but loves the challenge of building new websites and is always looking to progress.

 andy@mediax.com



Andy Booth · 3rd

President of Booth.com Ltd and MediaX.com co-owner.
Founder of brands MyBaby.com, BetX.com and Imperial.com
Gibraltar · 500+ connections · [Contact info](#)

 Message

More...



Booth.com Ltd



The Nottingham Trent University

[c.] *Specify in the space below why the domain name(s) should be considered as having been registered and being used in bad faith. UDRP Rule 3(b)(ix)(3); UDRP Policy ¶ 4(a)(iii). The Panel may consider any relevant aspects included in, but not limited to UDRP Policy ¶ 4(b).*

Smart Wallet.com

To the best of our knowledge, SmartWallet.com has never been used by Mr. Andy Booth or MediaX.com. We have reviewed all the archived views of SmartWallet.com in the archives of the Wayback Machine. The domain was never used for any purpose and has merely been for sale since the domain name was created in 2001. In addition, the respondent has no physical product or service associated with the domain name. It appears that they are merely seeking to make money by squatting on legitimate and active domain names.

[8.] **REMEDY SOUGHT**

The Complainant requests that the Panel issue a decision that the domain-name registration for SmartWallet.com be transferred to LE Holdings LLC the registered trademark owner and manufacturer of products with said names. UDRP Rule 3(b)(x); UDRP Policy ¶ 4(i).

[9.] **OTHER LEGAL PROCEEDINGS**

[Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint, including previous UDRP cases involving one or more of the domain names at issue here.] UDRP Rule 3(b)(xi). None known.

[10.] **MUTUAL JURISDICTION**

The Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the domain name, to LE Holdings LLC at the location of the principal office of the concerned registrar.
UDRP Rule 3(b)(xii).

[11.] **CERTIFICATION**

Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the FORUM and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents.

Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.

Respectfully Submitted,

/Mia Kaminski/
[Signature]

Mia Kaminski
[Name]

11/18/2020
[Date]

[Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.] UDRP Rule 3(b)(xiv).

[The Complaint, not including annexed material, shall not exceed fifteen (15) pages.] FORUM Supp. Rule 4(a).

[The Complaint and Annexes shall be submitted electronically, in accordance with the electronic submission requirements listed in the Annex to the Supplemental Rules, to domaindispute@adrforum.com.] FORUM Supp. Rule 4(b).

Exhibit B



Internet Escrow Services, Inc.
 180 Montgomery
 Suite 650
 San Francisco, CA 94104
 USA

TRANSACTION SUMMARY

BUYER

Booth.com Ltd
 4 Giro's Passage, Suite 4
 Gibraltar Gibraltar GX11 1AA
 Gibraltar

SELLER

baojun lin
 E@mijia.com

TRANSACTION TITLE

SmartWallet.com

TRANSACTION NO.

8104346

CLOSING DATE

22 Apr 2020 UTC

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
smartwallet.com smartwallet.com	1	\$25000.00 USD	\$25000.00 USD
		SUBTOTAL	\$25000.00 USD
		PAYMENT PROCESSING FEE	\$25.00 USD
		ESCROW FEE	\$214.50 USD
			\$25239.50 USD

Exhibit C



smartwallet

All Shopping News Videos Images More Settings Tools

About 1,270,000 results (0.82 seconds)

Did you mean: **smart wallet**

thesmartwallet.com

The Smart Wallet: Homepage

The Smart Wallet is a site dedicated to delivering our readers with simple solutions to earn money, save money and grab some deals!

[Make Money](#) · [About us](#) · [Save Money](#) · [Deals](#)

www.businessinsider.com > Reviews

Best smart wallet of 2020 - Business Insider

Aug 31, 2020 — Here are the best smart wallets: · Best **smart wallet** overall: Ekster Parliament · Best minimalist **smart wallet**: Nodus Compact Card · Best slim **smart** ...

smartwallet.is

SmartWallet

With the SmartWallet app you can save the planet while simplifying your life and having more fun.

www.amazon.com > smart-wallet

smart wallet - Amazon.com

See results about

Smart Wallet
Company



smart wallet

All Shopping Videos Images News More Settings Tools

About 185,000,000 results (0.63 seconds)

thesmartwallet.com

The Smart Wallet: Homepage

The **Smart Wallet** is a site dedicated to delivering our readers with simple solutions to earn money, save money and grab some deals!

[Make Money](#) · [About us](#) · [Save Money](#) · [Deals](#)

People also ask

- What does a smart wallet do? ▾
- What is smart wallet? ▾
- What is the best smart wallet? ▾
- Is the smart wallet real? ▾

Feedback

www.businessinsider.com › Reviews

Best smart wallet of 2020 - Business Insider

Aug 31, 2020 — Here are the best **smart wallets**: · Best smart wallet overall: Ekster Parliament

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- Smart Wallet Company



Exhibit D

WRITTEN BY

Kim Stone

The traditional leather wallet has evolved. I want to help you learn about the latest wallets that are WAY smarter than the one you're carrying now.

Follow



The author holding the Ridge, Dango D01 Dapper, and the Ekster Senate (with cards ejected).

- 👏
- 💬
- 🔖

A smart wallet is any wallet with technical or design enhancements that go beyond the plain old leather billfold.

Just like we humans, wallets can be smart in many different ways.

A wallet can be labeled “smart” because of its minimalist size. If it keeps your cards from bending or breaking, that’s pretty smart, too. Add GPS and Bluetooth location technology and a wallet’s IQ goes through the roof.

Cryptocurrency SmartWallet: An Inside Look

Underneath the hood of the Ethos Universal Wallet lives our SmartWallet technology. The Ethos SmartWallet gives you an easy way to securely store and manage your coins on multiple blockchains. Here is the Inside Look of the features within our SmartWallet.

Secure Storage

Store all of your tokens, coins and digital assets safely and securely on your mobile device. Your PIN and biometric data (i.e., finger print), in combination with leading encryption techniques, allows you to keep your crypto safe and under your control. Generate new wallet addresses at the touch of a button. Securing your assets has never been so simple!

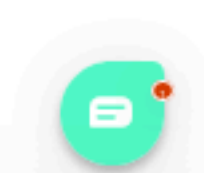
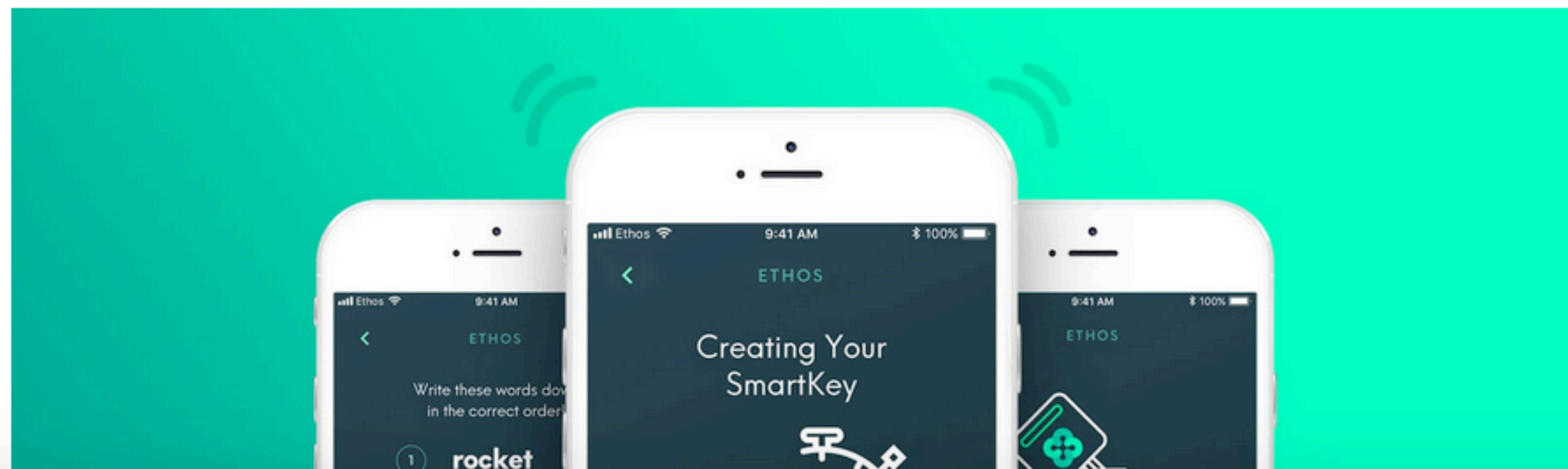


Exhibit E

Perform a trademark search by text or image in brand data from multiple national and international sources, including trademarks, appellations of origin and official emblems. V: 2020-12-04 10:35

Data from India available Close to 2 million records added	2020-10-01	Data from San Marin available Over 3,700 records added	2020-07-08	Data from Albania available Over 18,000 records added	2020-06-19	Data from Ukraine available Over 269,000 records added	2020-05-01	Data from Serbia available Over 56,000 records added	2020-04-30	Data avail
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SEARCH BY

Brand Names Numbers Dates Class Country

Text =

Image Class =

Goods/Services =

search

FILTER BY

Source Image Type Status Origin App. Year * Expiration *

AE TM	478	AL TM	31	AU TM	4,127	BH TM	75
BN TM	51	BT TM	26	BW TM	43	CA TM	3,949
CH TM	605	CL TM	530	CR TM	307	DE TM	2,329
DK TM	166	DZ TM	57	EE TM	50	EG TM	204
EM TM	4,548	ES TM	753	FR TM	2,309	GE TM	28
GH TM	22	GM TM	1	ID TM	1,668	IL TM	447

Display: List Sort: Value - asc

filter

CURRENT SEARCH

BRAND:smart wallet ✕

1 - 100 / 86,674 TM view Display: 100 per page options 1 / 867

	Brand	Source	Status	Relevanci	Origin	Holder	Holder Coi	Number	App. Date	Image Class	Nice Cl.	Image
<input type="checkbox"/>	SMART-WALLET	JP TM	Active	1023	JP	大日本印刷株式会社		5345449	2010-03-12		9, 35, 36, 42	Smart-Wallet
<input type="checkbox"/>	SMART WALLET	TH TM	Inactive	374	TH		TH	170131307	2017-09-05		35, 9, 42	Smart Wallet
<input type="checkbox"/>	Smart Wallet	KR TM	Inactive	374	KR	에스케이플래닛 주식회사		412013000031585	2013-08-09	VC.09.01, VC.10.03, VC.20.05	36	

Perform a trademark search by text or image in brand data from multiple national and international sources, including trademarks, appellations of origin and official emblems. V: 2020-12-04 10:35

Data from India available Close to 2 million records added	2020-10-01	Data from San Marin available Over 3,700 records added	2020-07-08	Data from Albania available Over 18,000 records added	2020-06-19	Data from Ukraine available Over 269,000 records added	2020-05-01	Data from Serbia available Over 56,000 records added	2020-04-30	Data avail
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SEARCH BY

Brand Names Numbers Dates Class Country

Text =

Image Class =

Goods/Services =

search

CURRENT SEARCH
BRAND:smart wallet ✕

FILTER BY

Source Image Type Status Origin App. Year * Expiration *

Active **38,108**

Pending **0**

Inactive **0**

Display: List

filter

CURRENT FILTER
STATUS:ACT ✕

	Brand	Source	Status	Relevanci	Origin	Holder	Holder Coi	Number	App. Date	Image Class	Nice Cl.	Image
<input type="checkbox"/>	SMART-WALLET	JP TM	Active	1023	JP	大日本印刷株式会社		5345449	2010-03-12		9, 35, 36, 42	Smart-Wallet
<input type="checkbox"/>	smart wallet	SG TM	Active	374	SG	STARHUB LTD	SG	T1302745D	2013-02-19		9, 35, 36, 41	
<input type="checkbox"/>	Smart Wallet	KR TM	Active	374	KR	주식회사 신한금융지주회사		452012000002970	2012-06-11	VC.26.04	9, 36	신한 Smart Wallet
<input type="checkbox"/>	Smart Wallet	KR TM	Active	374	KR	에스케이플래닛 주식회사		402011000056701	2011-10-17	VC.10.03, VC.20.05	9	

Perform a trademark search by text or image in brand data from multiple national and international sources, including trademarks, appellations of origin and official emblems. V: 2020-12-04 10:35

Data from India available Close to 2 million records added	2020-10-01	Data from San Marin available Over 3,700 records added	2020-07-08	Data from Albania available Over 18,000 records added	2020-06-19	Data from Ukraine available Over 269,000 records added	2020-05-01	Data from Serbia available Over 56,000 records added	2020-04-30	Data avail
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SEARCH BY

Brand Names Numbers Dates Class Country

Text =

Image Class =

Goods/Services =

search

CURRENT SEARCH

BRAND:smart wallet ✕

FILTER BY

Source Image Type Status Origin App. Year * Expiration *

US 11,344

Display: List Sort: Count - desc

filter

CURRENT FILTER

STATUS:ACT ✕ OO:US ✕

1 - 100 / 11,344 **TM view** Display: 100 per page options # 1 / 114

	Brand	Source	Status	Relevanci	Origin	Holder	Holder Coi	Number	App. Date	Image Class	Nice Cl.	Image
<input type="checkbox"/>	SMART WALLET	US TM	Active	374	US	LE HOLDINGS LLC	US	78841433	2006-03-20		18	
<input type="checkbox"/>	SMARTWALLET	US TM	Active	163	US	ECARD Inc.	US	88976008	2019-01-02		36	
<input type="checkbox"/>	SMARTWALLET	US TM	Active	163	US	ECARD Inc.	US	88247263	2019-01-02		9	
<input type="checkbox"/>	S THE SMARTWALLET	US TM	Active	138	US	Fluent Media Labs, LLC	US	88292251	2019-02-07	US.19.01, US.27.03	41	
<input type="checkbox"/>	WALLET2WALLET	US TM	Active	25	US	DHI Computing Service, Inc.	US	86049361	2013-08-27		9	
<input type="checkbox"/>	C Wallet	WO TM	Active	21	US	Civic Technologies, Inc.	US	1536656	2020-04-22	VC.14.05, VC.27.03	9	

Exhibit F

domain - SMARTWALLET.CO M	created - 2001- 11-13 19:16:08 UTC	
updated 2020-07-10 15:27:32 UTC	expired 2024-11-13 19:16:08 UTC	name, email, street, city, state, ZIP, COUNTRY null, null, , null, GIBRALTAR, null, null
2020-07- 10T15:27:32Z	2024-11- 13T19:16:08Z	null, null, , null, null, null, null
2020-07- 10T15:27:32Z	2024-11- 13T19:16:08Z	null, null, , null, null, null, null
2020-05- 16T10:41:37Z	2024-11- 13T19:16:08Z	null, null, , null, null, null, CAYMAN ISLANDS
2020-05-10- T08:41:29Z	2024-11-13- T19:16:08Z	PRIVACYDOTLINK CUSTOMER 4232687, 4232687@PRIVACY- LINK.COM, PO BOX 30485, SEVEN MILE BEACH, GRAND CAYMAN, KY1-1202, null
2020-04- 22T14:30:45Z	2024-11- 13T19:16:08Z	null, null, , null, null, null, null
2019-10- 16T01:39:19Z	2020-11- 13T19:16:08Z	null, null, , null, null, null, null
2019-01- 29T07:49:23Z	2019-11- 13T19:16:08Z	null, null, , null, null, null, CHINA
2018-10- 16T02:10:11Z	2019-11- 13T19:16:08Z	WHOIS AGENT, whoisagent@hupo.com, No.29 North Quay, Eastern Pazhou, East Xingang Road, Haizhu District., GuangZhou, GuangDong, 510000, CHINA
2017-11- 14T08:40:19Z	2018-11-13 00:00:00	WHOIS AGENT, whoisagent@hupo.com, No.29 North Quay, Eastern Pazhou, East Xingang Road, Haizhu District., GuangZhou, GuangDong, 510000, CHINA
2017-11- 14T08:40:19Z	2018-11- 13T19:16:08Z	WHOIS AGENT, whoisagent@hupo.com, No.29 North Quay, Eastern Pazhou, East Xingang Road, Haizhu District., GuangZhou, GuangDong, 510000, CHINA
2017-01- 22T14:16:05Z	2017-11- 13T19:16:08Z	WHOIS AGENT, whoisagent@hupo.com, No.29 North Quay, Eastern Pazhou, East Xingang Road, Haizhu District., GuangZhou, GuangDong, 510000, CHINA

22-jan-2017	2017-11-13 19:16:08	WHOIS AGENT, whoisagent@hupo.com, No.29 North Quay, Eastern Pazhou, East Xingang Road, Haizhu District., GuangZhou, GuangDong, 510000, CHINA
05-nov-2016	2017-11-13 19:16:08	WHOIS AGENT, whoisagent@hupo.com, No.29 North Quay, Eastern Pazhou, East Xingang Road, Haizhu District., GuangZhou, GuangDong, 510000, CHINA
03-feb-2016	2016-11-13 00:00:00	WHOIS AGENT, whoisagent@hupo.com, No.29 North Quay, Eastern Pazhou, East Xingang Road, Haizhu District., GuangZhou, GuangDong, 510000, CHINA
03-feb-2016	2016-11-13 00:00:00	WHOIS AGENT, whoisagent@hupo.com, 17F, No.138 Zhognshan Avenue, Guangzhou, GD,CN, GuangZhou, GuangDong, 510000, CHINA
14-nov-2015	2016-11-13 00:00:00	Li Yuzhou, info@hiname.com, 15th floor,No.138 Zhongshan Avenue,Tianhe, GuangZhou, GuangDong, 0, CHINA
14-nov-2014	2015-11-13 00:00:00	Li Yuzhou, info@hiname.com, 15th floor,No.138 Zhongshan Avenue,Tianhe, GuangZhou, GuangDong, 0, CHINA
20-nov-2013	2014-11-13 18:16:08	Li Yuzhou, info@hiname.com, 15th floor,No.138 Zhongshan Avenue,Tianhe, GuangZhou, GuangDong, 0, cn
20-nov-2013	2014-11-13 18:16:08	Li Yuzhou, info@hiname.com, 15th floor,No.138 Zhongshan Avenue,Tianhe, GuangZhou, GuangDong, 0,
20-nov-2013	13-nov-2014	com, info@hi, 15th floor,No.138 Zhongshan Avenue,, GuangDong, CN, 0,
08-nov-2013	13-nov-2014	com, info@hi, 15th floor,No.138 Zhongshan Avenue,, GuangDong, CN, 0,
16-oct-2012	2013-11-13	com, info@hi, 15th floor,No.138 Zhongshan Avenue,, GuangDong, CN, 0,
16-oct-2012	2013-11-13	com, info@hi, 15th floor,No.138 Zhongshan Avenue,, GuangDong, CN, 0,
01-nov-2011	13-nov-2012	com, info@hi, 15th floor,No.138 Zhongshan Avenue,, GuangDong, CN, 0,
01-nov-2011	2012-11-13	com, info@hi, 15th floor,No.138 Zhongshan Avenue,, GuangDong, CN, 0,