

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

FILED
U.S. DISTRICT COURT
DISTRICT OF COLORADO

2011 AUG -4 AM 11:23

GREGORY C. LANGHAM
CLERK

Civil Action No. '11 - CV - 02022 RPM-MEH

BY _____ DEP. CLK

CORY ROTH, PLAINTIFF

V.

EASYSTREETSPORTS.COM,

THERX.COM aka THERXFORUM.COM,

MARTY JANSEN,

MR. ALEX POWERS,

WILHEIM DOE (FAMILY NAME UNKNOWN), DEFENDANTS

COMPLAINT

1. Plaintiff, Cory Roth, is a citizen of the United States, who presently resides at the following address, 6855 NW 122nd Street, Parkland, County of Broward, Florida, 33076.
2. Defendant, EasyStreetSports.com is an Internet Company. According to information and belief its domain is registered through Godaddy.com. According to statements made by EasyStreetSports.com, EasyStreetSports.com is a fully licensed on-line sportsbook, racebook and casino located in Costa Rica.
3. Defendant, TheRX.com is an Internet provider of Sports and Gaming information. According to the Defendant's website the Defendant is owned by NetPA, a Panama Foundation.
4. Defendant, TheRXForum also known as TheRX.com, for all intents and purposes both entities are one and the same and interchangeable for the purposes of this suit. According to TheRXForum.com, RX Advertising, Inc. LLC a Limited Liability Company of unknown origin

owns/holds the copyright for the material appearing on TheRXForum.com

5. Defendant, Maffy Jansen, is a citizen of an unknown country. His address is uncertain but through information and belief it is assumed to be Vancouver BC. Mr. Jansen is identified as an active contact person for TheRXForum.
6. Defendant, Wilhelm Doe, is a citizen of an unknown country. His physical location is not known at this time. He is the identified source of statements relating to claims for relief by the Plaintiff.
7. Defendant, Mr. Alex Powers is a known contact and is assumed to be the controlling party of EasyStreetSports.com. His Citizenship and location are unknown to the Plaintiff.

JURISDICTION

8. Jurisdiction is asserted pursuant to 28 U.S.C. § 1332, Diversity of Citizenship.

CASE BACKGROUND

9. Cory Roth, is a Citizen of the United States and a resident of the State of Florida. Mr. Roth under the Internet Handle/Pseudonym Cory111 entered into a contract in or about November 2010 to participate in on-line activities with EasyStreetSports.com.
10. Mr. Roth, after being directed by representatives of EasyStreetSports.com, used numerous intermediaries to forward several cash payments, of approximately \$250.00 (Two-Hundred Fifty and Zero U.S. Dollars) each to EasyStreetSports.com.
11. After verification by EasyStreetSports.com of the payments, they confirmed the contractual obligations between Mr. Roth and EasyStreetSports.com.
12. In or about the 1st quarter of 2011, Mr. Roth successfully completed the requirements of the contract. At that time, fees and payment of those fees became due and payable to him.
13. Mr. Roth then made several demands for payment from EasyStreetSports.com.
14. EasyStreetSports.com denied the request by Mr. Roth.
15. EasySteetSports.com began to claim that Mr. Roth used prohibited methods to complete his end of the contract.
16. Over an extended period of time amounting to several months Mr. Roth made numerous requests and demands to EasyStreetSports.com to pay him the money he earned.

17. EasyStreetSports.com continued to deny Mr. Roth's requests.
18. After denying multiple requests by Mr. Roth, EasyStreetSports.com and its representatives and controllers, decided, without input or contribution from Mr. Roth to involve an unauthorized third party to determine if EasyStreetSports.com should pay Mr. Roth.
19. The third party was TheRXForum.
20. According to the terms of service posted on the EasyStreetSports.com website; in the event that the site's operators and site users are unable to resolve a dispute, the dispute will be sent to IBAS (the Independent Betting Adjudication Service) located in the United Kingdom.
21. In an email received from an IBAS representative, EasyStreetSports.com has never been registered with this Alternative Dispute Resolution body.
22. In violation of their own terms of service and in a further attempt to deny Mr. Roth his money through subterfuge, EasyStreetSports.com, TheRXForum, and the other Defendant's entered into an overt conspiracy to deny Mr. Roth his money and to damage his personal and Internet reputations.
23. Through publications on TheRXForum.com, representatives of TheRXForum, claimed that after an investigation on behalf of EasyStreetSports.com and without contribution from Mr. Roth, that Mr. Roth had breached the terms of service of EasyStreetSports.com by using automated tools which are prohibited by the terms of service of EasyStreetSports.com.
24. In repeated exchanges, Mr. Roth has denied these allegations and maintains that he was not knowledgeable of such tools prior to the accusations by EasyStreetSports.com and TheRXForum.
25. Wilhelm, through publication on TheRXForum.com, made numerous false statements about the actions of Mr. Roth. He further stated that his investigation (that of Wilhelm) concluded that Mr. Roth had violated the terms of service of EasyStreetSports.com. He recommended that EasyStreetSports.com not pay Mr. Roth the money they owed him.
26. EasyStreetSports.com through its representatives demanded that Mr. Roth prove that he did not violate the terms of service.
27. EasyStreetSports.com demanded that Mr. Roth travel to Costa Rica, take a polygraph test and to replicate his actions before they would consider paying him.
28. Mr. Roth declined as EasyStreetSports.com did not guarantee they would pay him the money if he complied.

29. During the time when TheRXForum and EasyStreetSports.com made the demands on Mr. Roth public, they constantly claimed that his declination to travel from Florida to Costa Rica and to submit to a polygraph examination was proof that he had violated the terms of service.
30. Through TheRXForum Internet Bulletin Board and other similar Internet Boards, EasyStreetSports.com and the other Defendants spread lies and carried on a program of character assassination against Mr. Roth in an attempt to justify their refusal to pay him the money he was owed.
31. Mr. Roth, investigated the validity of the Defendants claims, by discussing the events with unrelated parties and persons familiar with the underlying conditions of the contract entered into between Mr. Roth and EasyStreetSports.com.
32. Those parties determined that EasyStreetSports.com had willingly circumvented their obligation to Mr. Roth and their subsequent actions were an overt attempt to breach its contract with him. In fact EasyStreetSports.com did breach its contract with Mr. Roth and to this date has refused him any money owed.
33. Mr. Roth, after attempting to resolve this matter in a non-litigious manner was forced to retain counsel to bring this action, to collect money owed to him and to defend his reputation and good name from further damage.

**FIRST CLAIM FOR RELIEF- BREACH OF CONTRACT
AND SUPPORTING FACTUAL ALLEGATIONS**

34. Plaintiff reaffirms and incorporates by reference the foregoing facts, statements and assertions.
35. Plaintiff entered into a contract with Defendant EasyStreetSports.com on or about the _____, day of 2011, by establishing an account and transferring funds to persons identified by the website operators as authorized intermediaries,
36. Plaintiff successfully fulfilled his contract on or about the ____ day of _____ 2011,
37. Plaintiff made a demand to the Defendant EasyStreetSports.com for payment in the amount of Forty-Six Thousand and Zero United States Dollars (\$46,000.00), which represented the amount owed to him and remaining in possession of EasyStreetSports.com,
38. Defendant EasyStreetSports.com denied his claim for the earned funds,
39. Plaintiff made additional demands and each was denied by Defendant EasyStreetSports.com,
40. Defendant EasyStreetSports.com unilaterally modified the agreement between, and demanded compliance with the new terms,

41. Plaintiff did not agree to the new terms and demanded payment again.
42. Defendant EasyStreetSports.com rebuffed the demands by Plaintiff and in return demanded compliance with the new terms.
43. Plaintiff remains unpaid for completion of the contract with Defendant,
44. Plaintiff has been harmed by the Defendant's breach,
45. Plaintiff demands payment of the outstanding funds in the amount of Forty-Six Thousand and Zero United States Dollars (\$46,000.00).

**SECOND CLAIM FOR RELIEF- FRAUD
AND SUPPORTING FACTUAL ALLEGATIONS**

46. Plaintiff reaffirms and incorporates by reference the foregoing facts, statements and assertions.
47. Defendant EasyStreetSports.com made a material misrepresentation through publication on its website that conflicts will be resolved through arbitration by IBAS,
48. Defendant EasyStreetSports.com knew at the time the statement was made that it was false,
49. Defendant EasyStreetSports.com knew at the time the Plaintiff entered into the contract that the Plaintiff would rely upon the statement,
50. Plaintiff Roth did depended upon the statement and Defendants assurances that any disputes would be adjudicated and resolved through IBAS,
51. Plaintiff Roth was harmed by the misrepresentation made by the Defendant in the amount of Forty-Six Thousand and Zero United States Dollars (\$46,000.00).
52. Plaintiff requests payment of the Forty-Six Thousand and Zero United States Dollars (\$46,000.00), and punitive damages in the amount of One Hundred Thirty Eight Thousand and Zero United States Dollars (\$138,000.00), and the transfer of the Defendants domain names and websites to the Plaintiff. for perpetration of the fraud.

**THIRD CLAIM FOR RELIEF-
TORTIOUS INTERFERENCE WITH CONTRACT
AND SUPPORTING FACTUAL ALLEGATIONS**

53. Plaintiff reaffirms and incorporates by reference the foregoing facts, statements and assertions.
54. Defendants TheRx.com, TheRxforum.com, Jansen, Powers and Wilhelm collectively the "RX Defendants" did willfully inject themselves into the contractual relationship between Defendant EasyStreetSports.com and Plaintiff Roth.

55. The RX Defendants knew of the existing relationship between Plaintiff Roth and Defendant EasyStreetSports.com,
56. The RX Defendants willfully interfered with the relationship between Plaintiff Roth and Defendant EasyStreetSports.com,
57. The RX Defendants did induce, or alternatively supported through subterfuge, the decision by Defendant EasyStreetSports.com to deny Plaintiff Roth the property lawfully due to him.
58. The RX Defendants lack any implied or explicit privilege to induce the breach between EasyStreetSports.com and Plaintiff,
59. The actions of the RX Defendants resulted in financial damage and harm to the reputation of Plaintiff Roth,
60. Therefore, Plaintiff asks for compensatory damages in the amount of Forty-Six Thousand and Zero United States Dollars (\$46,000.00), punitive damages in the amount of One Hundred Thousand and Zero United States Dollars (\$100,000.00) and the transfer of the Defendants domain names and websites to the Plaintiff.

**FOURTH CLAIM FOR RELIEF- DEFAMATION
AND SUPPORTING FACTUAL ALLEGATIONS**

61. Plaintiff reaffirms and incorporates by reference the foregoing facts, statements and assertions.
62. By and through their overt relationship, EasyStreetSports.com and TheRXForum did make false statements and comments regarding Mr. Roth through the use of Internet Bulletin Boards,
63. The Statements made by the Defendants were not privileged,
64. The Statements made by the Defendants were known to be false at the time of publication,
65. The Defendants continued to rely on their published unprivileged statements to support their position in denying Mr. Roth his property.
66. The Defendants supported the continued defamation of the Plaintiff through their publication and republication of statements designed to damage the reputation of the Plaintiff,
67. The Defendants, one and all, caused monetary damage and damage to the Plaintiff's reputation by publishing false and misleading statements, denying him his rightful property and causing untold harm to his personal and Internet reputation.
68. Therefore the Plaintiff demands compensation for damages in the amount of One Million United States Dollars (\$1,000,000.00), and the transfer of the Defendants domain names and

websites to the Plaintiff.

**FIFTH CLAIM FOR RELIEF- CONVERSION
AND SUPPORTING FACTUAL ALLEGATIONS**

69. Plaintiff reaffirms and incorporates by reference the foregoing facts, statements and assertions,
70. Plaintiff Roth has a legal ownership interest in Forty-Six Thousand and Zero United States Dollars (\$46,000.00) owed to it from EasyStreetSports.com,
71. The Defendant, EasyStreetSports.com exercised and continues to exercise dominion and control over the money owed Plaintiff by willfully withholding the funds from Plaintiff,
72. The Defendants, acting in concert with each other, converted the money to their personal use and benefit by using the money owed to Plaintiff Roth for their own purpose(s),
73. Defendants actions have denied Plaintiff Roth the benefit of his contract and the use and enjoyment of his money,
74. The Defendants actions have caused direct and measurable harm to the Plaintiff,
75. Therefore, the Plaintiff demands payment and joint and several liability of the Defendants, in the amount of Forty-Six Thousand and Zero United States Dollars (\$46,000.00) and the transfer of the Defendants domain names and websites to the Plaintiff. .

REQUEST FOR RELIEF

Based on the aforementioned facts and claims, Plaintiff does hereby request that this Honorable Court award to him the following relief:

1. Joint and Several Liability of the Defendants,
2. Compensatory damages in the amount of \$46,000.00 (Forty-Six Thousand and Zero United States Dollars) and statutory Interest,
3. Compensatory damages in the amount of \$46,000.00 (Forty-Six Thousand and Zero United States Dollars) and punitive damages in the amount of \$138,000.00 (One Hundred Thirty Eight Thousand and Zero United States Dollars) for the perpetration of the fraud and the transfer of the Defendants domain names and websites to the Plaintiff.
4. Compensatory damages in the amount of \$46,000.00 (Forty-Six Thousand and Zero United States Dollars), punitive damages in the amount of \$100,000.00 (One Hundred

Thousand and Zero United States Dollars) and the transfer of the Defendants domain names and websites to the Plaintiff.,

5. Compensatory Damages in the Amount of One Million United States Dollars (\$1,000,000.00) for the Defamatory actions of the Defendants and the transfer of the Defendants domain names and websites to the Plaintiff..
6. Damages in the Amount of Forty-Six Thousand and Zero United States Dollars (\$46,000.00) plus statutory interest for the conversion of personal property owned and owed to Plaintiff, and the transfer of the Defendants domain names and websites to the Plaintiff,
7. Punitive Damages as determined by the Court,
8. Revocation and Transfer of the domain names of the Defendants,
9. Court Costs and Attorneys fees.

Dated this 18th day of July 2011

By: /s/ Warren R. Markowitz, Esq
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