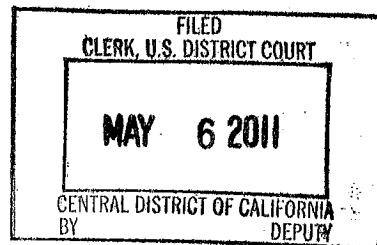


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10 Attorneys for Plaintiff DONE! Ventures, LLC

11 **UNITED STATES DISTRICT COURT**  
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
13 **WESTERN DISTRICT**

14 DONE! VENTURES, LLC, a  
Delaware Limited Liability  
15 Company,

16 Plaintiff,

17 vs.

18 GENERAL ELECTRIC  
COMPANY, a New York  
19 Corporation; NBC UNIVERSAL,  
INC., a Delaware corporation;  
20 IVILLAGE, INC., a Delaware  
Corporation, SEDO.COM, LLC, a  
21 Massachusetts Domestic LLC, and  
DOES 2 through 10, inclusive,

22 Defendants.

Case No. 2:10-cv-04420-SJO-JC

**FIRST AMENDED  
COMPLAINT FOR DAMAGES  
& DEMAND FOR JURY TRIAL**

- (1) Breach of Contract
- (2) Specific Performance
- (3) Injunctive Relief
- (4) Declaratory Relief
- (5) Breach of Warranty of Authority
- (6) Constructive Fraud
- (7) Negligent Misrepresentation

Assigned to the Honorable S. James  
Otero

23  
24  
25  
26  
27 Plaintiff DONE! Ventures, LLC (hereinafter "DONE!" or "Plaintiff")  
28 based upon personal knowledge as to all acts or events that Plaintiff has

1 undertaken or witnessed, and upon information and belief as to all others,  
2 complains and alleges as follows:

3 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

4 **(Against All Defendants)**

5 1. The true names, capacities or involvement, whether individual,  
6 corporate, governmental or associate, of the defendants named herein as DOE are  
7 unknown to Plaintiff who therefore sues said defendants by such fictitious  
8 names. Plaintiff prays for leave to amend this Complaint to show their true  
9 names and capacities when the same have been finally determined. Plaintiff is  
10 informed and believes, and upon such information and belief alleges thereon, that  
11 each of the defendants designated herein as DOE is negligently, intentionally,  
12 strictly liable or otherwise legally responsible in some manner for the events and  
13 happenings herein referred to, and negligently, strictly liable intentionally or  
14 otherwise caused injury and damages proximately thereby to Plaintiff, as is  
15 hereinafter alleged.

16 2. At all times herein mentioned, each and every defendant herein was  
17 the owner, agent, servant and employee, distributor of goods of each of the other  
18 and each was acting within the course and scope of his ownership, agency,  
19 service and employment.

20 3. At all times mentioned herein, each and every defendant was the  
21 successor of the other and each assumes the responsibility for the acts and  
22 omissions of the others.

23 **THE PARTIES**

24 4. DONE! is now, and at all times mentioned herein has been, a  
25 Delaware Limited Liability Company duly authorized, qualified, and registered  
26 to do business in the State of California.

27 5. Defendant General Electric Company (hereinafter "GE") is now,  
28 and at all times mentioned here has been, a New York Corporation duly

1 authorized, qualified, and registered to do business in the State of California.

2 6. Defendant NBC Universal, Inc. (hereinafter "NBC") is now, and at  
3 all times mentioned here has been, a Delaware Corporation duly authorized,  
4 qualified, and registered to do business in the State of California. Plaintiff is  
5 informed and believes that NBC Universal, Inc. became part of a joint venture  
6 between defendant GE and third party Comcast Corporation. The Joint Venture  
7 is now known as NBCUniversal, LLC.

8 7. Defendant iVillage, Inc, (hereinafter "iVillage") is now, and at all  
9 times mentioned herein has been a subsidiary of NBC Universal, Inc. and was  
10 recently brought under the umbrella of NBCUniversal, LLC, and based on  
11 information and belief, is a Delaware Corporation duly authorized, qualified, and  
12 registered to do business in the State of California. Plaintiff is informed and  
13 believes that after this action, iVillage may have re-organized as a limited  
14 liability company identified as iVillage, LLC.

15 8. Defendants GE, NBC and iVillage, Inc. and doe defendants, 5-10,  
16 are collectively hereinafter referred to as "NBC Defendants."

17 9. Defendant Sedo.com, LLC (hereinafter "Sedo") is now, and at all  
18 times mentioned here has been, a Massachusetts domestic limited liability  
19 company duly authorized, qualified, and doing business in the State of  
20 California.

21 10. NBC maintains business operations throughout the World, including  
22 business operations in California.

23 11. Sedo is a domain name broker that availed itself of the laws of  
24 California by actively advertising and conducting business in Los Angeles  
25 County and throughout the State of California.

26 12. DONE! is in the business of Internet media development,  
27 marketing, and publishing.

28 13. Benjamin L. Padnos is an Internet entrepreneur and the CEO of

1 DONE!. He was an early employee at Yahoo! and has been involved in  
2 operating Internet and technology businesses since 1996.

3 **SUMMARY OF FACTS COMMON TO ALL CAUSES OF ACTION**

4 **IVILLAGE.COM AND WOMEN.COM NETWORKS**

5 14. On March 19, 1999, iVillage, Inc., a media company targeting  
6 women, achieved one of the most successful initial public offerings (IPO) in  
7 history. Then in 2006, it was acquired by NBC for \$600 million. Today, iVillage  
8 has approximately 34 million unique visitors per month, making it the largest  
9 content-driven community for women on the web. As stated in company press  
10 releases, the website offers a “unique destination that brings women  
11 together...where women can find meaningful content, real-life conversations and  
12 the tools they need to manage their busy lives.”

13 15. Approximately two years after its IPO, iVillage acquired its main  
14 competitor, Women.com Networks. Women.com Networks had a successful IPO  
15 of its own on October 15, 1999. After its first day of trading on the Nasdaq Stock  
16 Exchange, Women.com Networks had a market capitalization in excess of \$800  
17 million. As a result of this business, its numerous public filings, and the success  
18 of the Women.com site, many other websites linked to Women.com, which gave  
19 the domain name Women.com significant value.

20 16. As part of the transaction with Women.com Networks, iVillage  
21 acquired the domain names Women.com and Women.net.

22 17. Women.com was a valuable name because of the traffic it  
23 generated. There were two primary ways that web traffic was generated by the  
24 Women.com domain name: (1) individuals who typed “Women.com” directly  
25 into their browser’s URL; and (2) individuals who searched on the keyword  
26 “women” or other women-related keywords (“search engine traffic”).

27 18. Search engine traffic depended on the site’s “Page Rank.”  
28 Women.com had a high “Page Rank” of 7 out of 10. The reason why

1 Women.com had a high "Page Rank" and part of the unique value of the names  
2 was that www.women.com generated a significant amount of traffic from links  
3 from other pages ("inbound links"). Google's search algorithm takes into  
4 account inbound links. Sites with more inbound links have a higher "Page  
5 Rank." Pages with many inbound links and a higher "Page Rank" generate more  
6 traffic through the search engines such as Google. Because of the large number  
7 of inbound links and its high "Page Rank", Women.com was positioned to rank  
8 at the top of search engines, which would have generated millions of visitors to  
9 the site per month, and significant income and profits to Plaintiffs.

10 BROKERAGE RELATIONSHIP BETWEEN iVILLAGE AND SEDO

11 19. In January 2010, iVillage, Inc. entered into a brokerage agreement  
12 ("Brokerage Agreement") with Sedo, whereby Sedo would act as iVillage's  
13 exclusive agent in selling the domain names Women.com and Women.net.

14 20. On January 12, 2010, NBC changed the DNS settings of the domain  
15 names and "parked" them with Sedo to help market the domain names as being  
16 "for sale." The web site included a link to an advertisement for the domain  
17 Women.com. The advertisement at Sedo.com stated that Women.com was for  
18 sale and that sale of the domain name Women.com included the name  
19 Women.net:

20 Offer Description . . . The acquisition of Women.com  
21 **includes** the two domains: Women.com **AND** Women.net.

22 SALE BETWEEN DONE! AND NBC

23 21. On May 20, 2010, Mr. Padnos was contacted by Alan Hack and was  
24 informed that the domain names Women.com and Women.net were for sale.  
25 Alan Hack is a domain name broker who introduced Mr. Padnos to Jeffrey  
26 Gabriel, an account executive who worked for Sedo. Mr. Gabriel was the broker  
27 who recently sold a domain name for approximately \$13,000,000.00.

28 22. DONE! made the decision to make a significant investment in the

1 Women.com and Women.net properties with the goal of creating a robust content  
2 network, targeting women.

3 23. At all times, Sedo held itself out as the broker for the NBC  
4 Defendants, with authority to sell the domains. On May 21, 2010, Mr. Padnos  
5 made an offer of \$1,000,000 for the domain names Women.com and Women.net.  
6 Sedo purported to be communicating with the NBC Defendants about the  
7 transaction. Within a few hours of Mr. Padnos' offer, Mr. Gabriel sent Mr.  
8 Padnos the following email: "Ben and Alan, The offer has been made to my  
9 contact. He said he is going to get back to me as soon as possible." Plaintiff is  
10 informed and believes that Mr. Gabriel's contact was NBC Universal's Senior  
11 Vice-President of Business Development John Curbishley.

12 24. On May 24, 2010, through its agent, Mr. Gabriel, NBC accepted  
13 DONE!'s offer. Gabriel's email acceptance stated the following: "...  
14 Congratulations! The offer for Women.com has been accepted!" There was no  
15 mention that Plaintiff's offer was rejected. There was no mention of a "counter  
16 offer." There was no communications that any additional material terms needed  
17 to be agreed upon. At all times, Mr. Gabriel and Mr. Padnos referred to both  
18 domains women.com and women.net collectively as "women.com."

19 25. On May 27, 2010, Mr. Padnos was contacted by Mr. Gabriel and  
20 was told that, "Jeff Zucker has overruled the transaction" and that the deal was  
21 off. Mr. Gabriel confirmed Sedo had sold domains for NBC Universal in the  
22 past and that "this was the first time this type of thing had ever happened." NBC  
23 told Gabriel that he had "earned his commission."

24 26. On June 15, 2010, Sedo's Chief Operating Officer and General  
25 Counsel, Jeremiah Johnston, admitted to Plaintiff that: Sedo "definitely intends  
26 to be compensated for our time and services" involved with the transaction; that  
27 it is Sedo's "standard practice to seek our commission fee when a party refuses to  
28 fulfill their obligation"; Sedo did their "best to reach out to NBC to explain

1 [Sedo's] position and encourage them to follow through with the transaction";  
2 and Sedo "will continue to press [its] claim for payment of [Sedo's] commission  
3 fee."

4 27. Plaintiff is informed and believes the NBC Defendants contend  
5 Sedo did not have authority to enter into the contract that is subject of this action.  
6 Plaintiff is informed and believes the NBC Defendants also contends they never  
7 agreed to the transaction. Either NBC Defendants are liable to Plaintiff as set  
8 forth herein and/or Sedo is liable to Plaintiffs for the reasons set forth below.

9 **FIRST CAUSE OF ACTION**

10 **BREACH OF CONTRACT**

11 **[As Against Defendants iVillage, Inc., General Electric Company, NBC  
12 Universal, Inc., Sedo.com and Does 2-10, Inclusive]**

13 28. Plaintiff hereby incorporates by this reference as if fully set further  
14 herein, each and every allegation set forth in each and every averment of the  
15 preceding Paragraphs 1 through 27 above of this Complaint.

16 29. Defendants GE, NBC, iVillage and Sedo.com (collectively referred  
17 to sometimes as "Defendants") are parties to the Agreement described above and  
18 attached hereto as Exhibit "1". Plaintiff has performed each and every term and  
19 condition of the Agreement on its part to perform, except such terms and  
20 conditions that they are not able to perform due to Defendants' behavior.

21 30. Defendants have breached the Agreement. Defendants have failed  
22 and refused to transfer the property to Plaintiff.

23 31. Plaintiff is entitled to specific performance and injunctive relief.  
24 Defendants' wrongful and unlawful conduct, unless and until enjoined and  
25 restrained, will cause great and irreparable injury to Plaintiff. For example,  
26 Plaintiff will lose, and has lost, significant opportunity to further extend its  
27 domain name network through the incorporation of Women.com and  
28 Women.net. Further, Plaintiff already began holding itself out to its business

1 partners and associates as the true owners of Women.com and Women.net. If  
2 Plaintiff is not able to gain control of the subject domain names, its reputation  
3 will be irreparably damaged.

4 32. The domain names Women.com and Women.net are unique  
5 properties that are not replaceable. There is only one Women.com and  
6 Women.net in the entire world. As such, Plaintiff has no adequate remedy at law  
7 for the injuries currently being suffered and that it continues to suffer because  
8 monetary damages are inadequate if Defendants' conduct is not restrained.

9 33. As a direct and proximate result of Defendants' breach of the  
10 Agreement, Plaintiff has been damaged in an amount of at least \$10,043,072.00.

## 11 SECOND CAUSE OF ACTION

### 12 SPECIFIC PERFORMANCE

13 **[As Against Defendants iVillage, Inc., General Electric Company, NBC**  
14 **Universal, Inc. and Does 2-10, Inclusive]**

15 34. Plaintiff hereby incorporates by this reference as if fully set further  
16 herein, each and every allegation set forth in each and every averment of the  
17 preceding Paragraphs 1 through 33 above of this Complaint.

18 35. The consideration named in the contract to be received by NBC  
19 Defendants is adequate when compared to the value of the property and  
20 considering all circumstances, including the relationship of the parties and the  
21 objects to be accomplished by the contract.

22 36. The Agreement is fair, just, and reasonable in all respects as to NBC  
23 Defendants.

24 37. Plaintiff is ready, willing, and able to consummate the purchase of  
25 the domain names and to pay to NBC Defendants the purchase price as set forth  
26 in the written contract.

27 38. Plaintiff has no adequate remedy at law because the properties,  
28 which are the subject of the contract, are very unique domain names, which



1 Plaintiff intends to use to further build the DONE! Ventures, LLC brand and to  
2 increase its business.

3 **THIRD CAUSE OF ACTION**

4 **REQUEST FOR INJUNCTIVE RELIEF**

5 **[As Against Defendants iVillage, Inc., General Electric Company, NBC**  
6 **Universal, Inc. and Does 2-10, Inclusive]**

7 39. Plaintiff hereby incorporates by this reference as if fully set further  
8 herein, each and every allegation set forth in each and every averment of the  
9 preceding Paragraphs 1 through 38 above of this Complaint.

10 40. NBC Defendants' wrongful conduct, unless and until enjoined and  
11 restrained by this Court, will cause great and irreparable injury to Plaintiff.  
12 DONE! will lose the opportunity to further extend its reach through the  
13 incorporation of women.com and women.net in its domain name network.  
14 Further, Plaintiff already began holding itself out to its business partners and  
15 associates as the true owners of Women.com and Women.net. If Plaintiff is not  
16 able to gain control of the domain names, its reputation will be irreparably  
17 damaged.

18 41. Plaintiff has no adequate remedy at law for the injuries currently  
19 being suffered and will continue to suffer because monetary damages would be  
20 inadequate if the NBC Defendants' conduct is not restrained. The domain names  
21 Women.com and Women.net are unique properties that are not replaceable.  
22 There is only one Women.com and one Women.net in the entire world. Plaintiff  
23 sues to recover its ownership rights in these unique assets.

24 **FOURTH CAUSE OF ACTION**

25 **DECLARATORY RELIEF**

26 **[As Against Defendants iVillage, Inc., General Electric Company, NBC**  
27 **Universal, Inc., Sedo.com and Does 2-10, Inclusive]**

28 42. Plaintiff hereby incorporates by this reference as if fully set further

1 herein, each and every allegation set forth in each and every averment of the  
2 preceding Paragraphs 1 through 41 above of this Complaint.

3 43. An actual controversy now exists between Plaintiff and Defendants  
4 concerning their respective rights, duties, and obligations under the Agreement.  
5 Specifically, Defendants assert that they may/can back out of the Agreement.

6 44. Plaintiff disputes Defendants' assertions and otherwise contends  
7 that the Agreement must be followed in transferring ownership of the domain  
8 names from the NBC Defendants to the Plaintiffs.

9 45. Plaintiff desires a judicial determination and declaration of the  
10 parties' respective rights, duties and obligations under the Agreement, that, in  
11 accordance with the mutual intent of the parties at the time of contracting as  
12 evidenced by their course of dealing following the creation and execution of the  
13 Agreement, and in accordance with the ordinary custom and practice relating to  
14 the purchase and sale of domain names in California, the transfer in ownership in  
15 the property takes place pursuant to the Agreement.

16 **FIFTH CAUSE OF ACTION**

17 **BREACH OF WARRANTY OF AUTHORITY**

18 **CALIFORNIA CIVIL CODE §§ 2342, 2343 & 3318**

19 **[As Against Defendants Sedo.com and Does 2-10, Inclusive]**

20 46. Plaintiff hereby incorporates by this reference as if fully set further  
21 herein, each and every allegation set forth in each and every averment of the  
22 preceding Paragraphs 1 through 45 above of this Complaint.

23 47. California *Civil Code* § 2342 states, "[o]ne who assumes to act as an  
24 agent thereby warrants, to all who deal with him in that capacity, that he has the  
25 authority which he assumes."

26 48. At all times, Sedo assumed to act as an agent of defendant iVillage  
27 and the other NBC Defendants for the purpose of selling the domains  
28 women.com and women.net. From January 2010 until at least May 24, 2011, the

1 domains women.com and women.net had their DNS set to forward an internet  
2 browser to a webpage designed and controlled by Sedo. Mr. Gabriel at all times  
3 informed Mr. Padnos that he was the broker with authority to enter into the  
4 transaction.

5 49. If Sedo did not have authority, then Sedo's representations  
6 suggesting otherwise to DONE! were false.

7 50. Plaintiff acted to its detriment in relying on the representations and  
8 warranty of authority by Sedo.

9 51. As a direct and proximate result of Sedo's breach of its warranty of  
10 authority, Plaintiff has been damaged in an amount of at least \$10,043,072.00  
11 pursuant to California *Civil Code* § 3318.

12 **SIXTH CAUSE OF ACTION**

13 **BREACH OF FIDUCIARY DUTY**

14 **[As Against Defendants Sedo.com and Does 2-10, Inclusive]**

15 52. Plaintiff hereby incorporates by this reference as if fully set further  
16 herein, each and every allegation set forth in each and every averment of the  
17 preceding Paragraphs 1 through 52 above of this Complaint.

18 53. At all times, Sedo acted as a broker for both the buyer, DONE!, and  
19 the sellers, the NBC Defendants.

20 54. DONE! put its trust and confidence in Sedo, who accepted the trust  
21 and confidence. Due to the unequal positions in the relationship between Sedo  
22 and Plaintiff, Sedo had a duty to disclose information to DONE! and act with due  
23 care towards DONE! Sedo breached that duty if material terms of the  
24 Agreement were not disclosed to all parties.

25 55. As a direct and proximate result of Sedo's breach of its fiduciary  
26 duty, Plaintiff has been damaged in an amount of at least \$10,043,072.00.

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **NEGLIGENT MISREPRESENTATION**

3 **[As Against Defendants Sedo.com and Does 2-10, Inclusive]**

4 56. Plaintiff hereby incorporates by this reference as if fully set further  
5 herein, each and every allegation set forth in each and every averment of the  
6 preceding Paragraphs 1 through 55 above of this complaint.

7 57. Sedo misrepresented to DONE! what were the material terms of the  
8 transaction to the NBC Defendants, and misrepresented to the NBC Defendants  
9 what were the material terms of the transaction to the NBC Defendants. Sedo  
10 knew these representations pertaining to the material terms of the Agreement  
11 were not true. Nevertheless, Sedo proceeded to inform Sedo of incorrect  
12 material terms regarding the Agreement. DONE! justifiably relied on Sedo's  
13 representation that its offer was accepted.

14 58. As a direct and proximate result of DONE!'s reliance on the  
15 statements by Sedo, Plaintiff has been damaged in an amount of at least  
16 \$10,043,072.00.

17 **PRAYER**

18 WHEREFORE, Plaintiff prays for the following relief, to be determined  
19 by a jury, as follows:

20 For the First Cause of Action against all Defendants:

- 21 1. For general compensatory damages, including lost profits and  
22 special damages, at the legal interest rate, of at least  
23 \$10,043,072.00;  
24 2. For attorneys fees and costs of suit incurred herein;  
25 3. For such other and further relief as the Court deems proper.

26 For the Second Cause of Action against the NBC Defendants:

- 27 1. For an Order that the NBC Defendants specifically perform their  
28 obligations under the Agreement:

- 1 (a) Create a bill of sale for the transaction; and
- 2 (b) Transfer the domain names to the Plaintiff's account at
- 3 Sedo.com.

- 4 2. For attorneys fees and costs of suit incurred herein;
- 5 3. For such other and further relief as the Court deems proper.

6 For the Third Cause of Action against the NBC Defendants:

- 7 1. For a permanent injunction enjoining the NBC Defendants from
- 8 selling and/or providing either or both women.com and women.net
- 9 to a third party.
- 10 2. For attorneys fees and costs of suit incurred herein;
- 11 3. For such other and further relief as the Court deems proper.

12 For the Fourth Cause of Action against all Defendants:

- 13 1. A judicial determination and declaration of the parties' respective
- 14 rights, duties and obligations under the Agreement, that, in
- 15 accordance with the mutual intent of the parties at the time of the
- 16 contracting as evidenced by their course of dealing following the
- 17 execution of the Agreement, and in accordance with the ordinary
- 18 custom and practice relating the purchase and sale of domain names
- 19 in California, the transfer in ownership in the property takes place
- 20 pursuant to the Agreement.
- 21 2. For attorneys fees and costs of suit incurred herein;
- 22 3. For such other and further relief as the Court deems proper.

23 For the Fifth Cause of Action against Sedo

- 24 1. For damages against Sedo pursuant to California *Civil Code* § 3318,
- 25 including general compensatory damages, including lost profits and special
- 26 damages, at the legal interest rate, of at least \$10,043,072.00;
- 27 2. For attorneys fees and costs of suit incurred herein;
- 28 3. For such other and further relief as the Court deems proper.

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For the Sixth and Seventh Causes of Action

1. For general compensatory damages, including lost profits and special damages, at the legal interest rate, of at least \$10,043,072.00;
2. For attorneys fees and costs of suit incurred herein;
3. For such other and further relief as the Court deems proper.

DATED: May 6, 2011

Respectfully submitted,

By: 

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*lacounsel@earthlink.net*  
Gretchen Carpenter (SBN 108525)  
*gcarpenter@strangeandcarpenter.com*  
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*jkristensen@strangeandcarpenter.com*  
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SGS LAW GROUP  
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Manhattan Beach, CA 90266  
Telephone: 310-433-2920



# **EXHIBIT 1**



**From:** Sedo :: Jeffrey Gabriel  
**To:** Alan Hack; ben@done.com  
**Subject:** RE: Women.com  
**Date:** Monday, May 24, 2010 1:23:06 PM  
**Importance:** High

---

Alan and Ben,

Congratulations! The offer for Women.com has been accepted!

Here are the next steps:

NBC/GE will be creating a Bill of Sale for this transaction. We have used this process in the past, and it is nothing out of the ordinary.

What they will need from you is the following:

Name of your corporation  
Legal Entity  
Type of Corporation (Delaware Corporation for example)  
Official Address  
Contact Information

Once I send that over to them they will have it turned around very quickly then we will send you an invoice.

Sedo Needs from you:

The email of the account that you use for your account at Sedo. That way I know the right account to put the invoice in and get it over to you, and tie the funds to the right people.

Feel free to call me with any questions!! Thanks 617.800.7837

Regards,

Jeffrey M. Gabriel

--

Senior Sales Consultant  
Sedo.com :: 161 First Street :: Cambridge, MA 02142  
tel (617)299.1729 :: fax 508-365-3930  
[www.sedo.com](http://www.sedo.com) :: [jeffrey.gabriel@sedo.com](mailto:jeffrey.gabriel@sedo.com)

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**From:** Alan Hack [<mailto:alan@namesplusmarketing.com>]  
**Sent:** Friday, May 21, 2010 4:49 PM  
**To:** ben@done.com; Sedo :: Jeffrey Gabriel  
**Subject:** RE: Women.com

Jeff,

Thanks for moving quickly on behalf of Ben. We look forward to hearing back from you as soon as you know more.

Sincerely,

Alan Hack, President  
Names Plus Marketing  
[alan@NamesPlusMarketing.com](mailto:alan@NamesPlusMarketing.com)  
[www.NamesPlusMarketing.com](http://www.NamesPlusMarketing.com)  
USA Phone: +1-480-422-9730  
USA Fax: +1-480-907-2241

---

**From:** Ben Padnos [mailto:[ben@done.com](mailto:ben@done.com)]  
**Sent:** Friday, May 21, 2010 1:44 PM  
**To:** 'Sedo :: Jeffrey Gabriel'  
**Cc:** 'Alan Hack'  
**Subject:** RE: Women.com

Thank you, Jeff. I'm always reachable on my cell, 310-346-7071. Here's my info:

DONE! Ventures, LLC  
221 34<sup>th</sup> Street, Suite 1000  
Manhattan Beach, CA 90266

office: (310) 546-3663  
email: [ben@done.com](mailto:ben@done.com)

---

**From:** Sedo :: Jeffrey Gabriel [mailto:[jeffrey.gabriel@sedo.com](mailto:jeffrey.gabriel@sedo.com)]  
**Sent:** Friday, May 21, 2010 1:39 PM  
**To:** [ben@done.com](mailto:ben@done.com)  
**Cc:** 'Alan Hack'  
**Subject:** RE: Women.com

Ben and Alan,

The offer has been made to my contact. He said he is going to get back to me as soon as possible.

Regards,

Jeffrey M. Gabriel

--

Senior Sales Consultant  
Sedo.com :: 161 First Street :: Cambridge, MA 02142  
tel (617)299.1729 :: fax 508-365-3930  
[www.sedo.com](http://www.sedo.com) :: [jeffrey.gabriel@sedo.com](mailto:jeffrey.gabriel@sedo.com)

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Please consider the environment before printing this email or any attachments.

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**From:** Ben Padnos [mailto:ben@done.com]  
**Sent:** Friday, May 21, 2010 4:28 PM  
**To:** Sedo :: Jeffrey Gabriel  
**Subject:** RE: Women.com

Correct – one wire transfer payment.

---

**From:** Sedo :: Jeffrey Gabriel [mailto:jeffrey.gabriel@sedo.com]  
**Sent:** Friday, May 21, 2010 1:25 PM  
**To:** ben@done.com  
**Cc:** 'Alan Hack'  
**Subject:** RE: Women.com

Ben,

It was nice speaking with you today. I am confirming that I have received the offer.

Question:

Payment: will be made in one payment correct?

Regards,

Jeffrey M. Gabriel

--

Senior Sales Consultant  
Sedo.com :: 161 First Street :: Cambridge, MA 02142  
tel (617)299.1729 :: fax 508-365-3930  
[www.sedo.com](http://www.sedo.com) :: [jeffrey.gabriel@sedo.com](mailto:jeffrey.gabriel@sedo.com)

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**From:** Ben Padnos [mailto:ben@done.com]  
**Sent:** Friday, May 21, 2010 4:16 PM  
**To:** Sedo :: Jeffrey Gabriel  
**Cc:** 'Alan Hack'  
**Subject:** RE: Women.com

Jeff,

This email confirms my offer of \$1MM valid until 5pm on Monday, May 24, 2010.

Thank you,

Ben Padnos  
DONE! Ventures, LLC  
[ben@done.com](mailto:ben@done.com)

Blog: [www.benpadnos.com](http://www.benpadnos.com)  
Twitter: [www.twitter.com/benpadnos](http://www.twitter.com/benpadnos)  
Mob: (310) 346-7071

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**From:** Sedo :: Jeffrey Gabriel [mailto:[jeffrey.gabriel@sedo.com](mailto:jeffrey.gabriel@sedo.com)]  
**Sent:** Friday, May 21, 2010 1:03 PM  
**To:** [ben@done.com](mailto:ben@done.com)  
**Subject:** Women.com

Ben,

Here is my contact information.

Here is my personal cell phone you can reach me anytime 508.579.5653.

Regards,

Jeffrey M. Gabriel

--

Senior Sales Consultant  
Sedo.com :: 161 First Street :: Cambridge, MA 02142  
tel (617)299.1729 :: fax 508-365-3930  
[www.sedo.com](http://www.sedo.com) :: [jeffrey.gabriel@sedo.com](mailto:jeffrey.gabriel@sedo.com)

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