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12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA

14 ROCKET RESUME, INC.,
15 Plaintiff,
16 v.

17 BOLD LIMITED, BOLD LLC, BOLD
18 HOLDINGS LLC, DOUG JACKSON, JAMIE
FREUNDLICH and HEATHER WILLIAMS,
19 Defendants.
20

CASE NO.
CIVIL COMPLAINT
JURY TRIAL DEMANDED

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INTRODUCTION

1
2 1. Rocket Resume, Inc. (“Rocket Resume”), by its undersigned counsel, brings this
3 complaint against BOLD Limited (“BOLD”), BOLD LLC, BOLD Holdings LLC, Chief Executive
4 Officers Doug Jackson and Jamie Freundlich, and Heather Williams for monopolization, attempted
5 monopolization, conspiracy, and unfair competition.

6 2. Defendants have engaged in a widespread scheme of deception and anticompetitive
7 conduct affecting over \$750 million worth of commerce annually in the Online Resume-Building
8 industry and millions of jobseekers in the United States. At the center of this scheme is Defendants’
9 complex web of sham corporate entities around the globe, with fictitious headquarters in places as
10 diverse as Switzerland, Bermuda, and Puerto Rico. In reality, these entities operate under shared
11 ownership and oversight, and with shared purpose—enriching BOLD’s owners at the expense of
12 customers.

13 3. As a result of Defendants’ scheme, when jobseekers search for resume-building tools
14 online, they are presented with a large, yet illusory, number of “options”—nearly all of which are
15 in fact BOLD’s low-quality offerings. As detailed below, thereafter, BOLD’s websites entice
16 customers with “free” resume-builders. After spending significant time and energy to build their
17 resume, customers have to pay a nominal subscription fee to download the final formatted resume.
18 Then BOLD entities charge customers **10-20x** this fee every four weeks, while making this charge
19 extraordinarily hard to cancel. The result is that customers and jobseekers are systematically ripped
20 off by what appears to be a large range of online resume-building services, when in fact this is
21 BOLD’s doing alone.

22 4. While customers and jobseekers are victims of this scheme, Defendants’ scheme also
23 harms BOLD’s competitors by destroying competition in the Online Resume-Building Market (as
24 defined below). A rival like Rocket Resume trying to compete the right way, by offering high-
25 quality products at competitive prices, cannot compete against BOLD’s complex web of sham
26 entities. BOLD and its massive portfolio of fraudulent brands overwhelm search engines, review
27 websites, and the other electronic means through which customers might locate an online resume-
28 builder. BOLD also publishes fake reviews of its competitors, presented as neutral testimonials, as

1 further detailed below. These behaviors destroy competition and damage the economy. Rivals like
2 Rocket Resume are buried from view, and Defendants maintain BOLD’s monopoly by duping job-
3 seeking customers, search platforms, and regulators through the illusion of competition.

4 5. BOLD exercises varying degrees of concealment over its web of brands. The only
5 brands BOLD discloses owning on its own website are www.myperfectresume.com (“My Perfect
6 Resume”), www.monster.com (“Monster”), www.careerbuilder.com (“CareerBuilder”),
7 www.zety.com (“Zety”), and www.livecareer.com (“LiveCareer”).¹ Yet when jobseekers go to the
8 webpages for these entities directly, BOLD’s ownership is largely concealed. For instance, instead
9 of providing transparency that BOLD owns these entities, BOLD lists “MCB Bermuda Ltd” as
10 owning Monster and CareerBuilder and “Works Limited” as owning Zety.

11 6. Pretending that BOLD is five separate companies, when it is in fact one, is bad
12 enough. But in reality, there are many other BOLD entities that BOLD holds out as standalone with
13 their own websites. In addition to the entities listed above, BOLD owns www.resumegenius.com
14 (“Resume Genius”), www.resumecompanion.com (“Resume Companion”), www.resume-now.com
15 (“Resume-Now”), www.resumehelp.com (“Resume Help”), www.resumebuilder.com (“Resume
16 Builder”), www.resumelab.com (“Resume Lab”), www.greatsampleresume.com (“Great Sample
17 Resume”), www.buildurcv.com (“BuildUrCV”), www.hloom.com (“Hloom”), www.jobhero.com
18 (“Job Hero”), www.zenresume.com (“Zen Resume”, which now directs to Resume Lab), and many
19 more.

20 7. These sham entities offer functionally identical services, target identical customers,
21 charge virtually identical prices, draw from identical content databases, and operate under unified
22 management control, often using the same technology. The only differences are cosmetic, and are
23 just enough to fool customers: color schemes, logos, and domain names. This provides the illusion
24 of choice and competition—customers, Google, and regulators are led to believe the Market is
25 competitive and fair, but it is in fact rigged in Defendants’ favor.

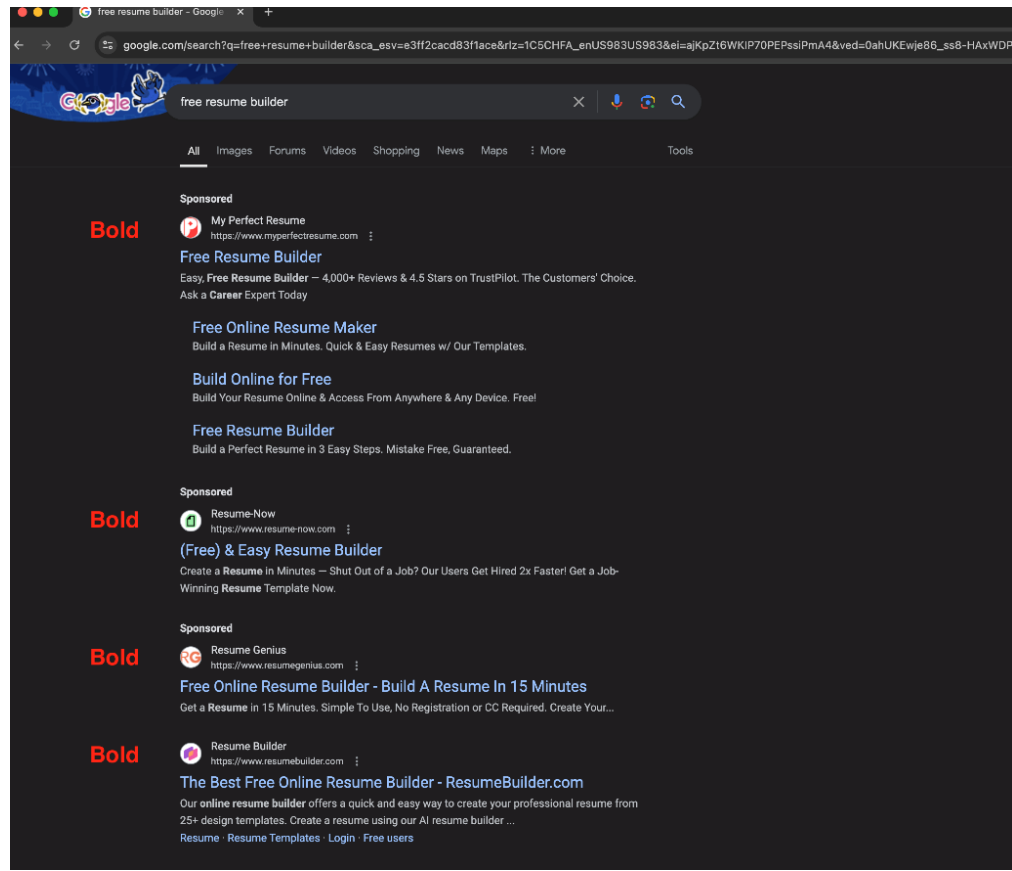
26
27
28 ¹ <https://www.bold.com/about/>.

1 8. Altogether, through its various sham entities, BOLD controls *over 80%* of the online
2 resume Market, with very few independent rivals left. Rocket Resume is one of the few independent
3 competitors that remains, with a market share in the single digits. Left unchecked, BOLD’s
4 anticompetitive tactics have succeeded and will continue to succeed, and the Market will be left
5 almost entirely in its hands, depriving millions of customers of price competition and meaningful
6 choice.

7 9. BOLD’s anticompetitive scheme has several related prongs. *First*, BOLD uses its
8 vast web of sham entities to utterly dominate advertising positions in Google search² results,
9 artificially crowding out competitors like Rocket Resume from this vital distribution channel. There
10 are usually only three to four sponsored Google search positions available; BOLD uses its fictitious
11 brands to typically occupy them all, or almost all of them. As a result, when jobseekers search
12 Google using industry-standard search terms and keywords such as “resume builder,” they may see
13 My Perfect Resume, Resume Genius, and Resume Nerd occupying the top sponsored advertising
14 positions and assume they can then select among competitive alternatives in a well-functioning
15 market. Indeed, these three brands alone occupy—based on Rocket Resume internal analyses—
16 approximately 2.5 of the top advertising slots per search in the critical Google search results when
17 a user runs typical keyword searches for online resume-builders. And 90% of the time, the precious
18 top spot in the critical distribution channel that is Google search goes to BOLD.

19 10. The following screenshot (which was generated from a search for “free resume
20 builder”) shows how BOLD’s scheme operates to crowd out competition, while giving the fictitious
21 appearance of choice (with “BOLD” added in red on the left):

22
23
24
25
26
27 _____
28 ² This Complaint focuses on Google Search, but BOLD’s anticompetitive conduct persists in other
search channels, such as Microsoft Bing.



11. The websites in the screenshot—My Perfect Resume, Resume-Now, Resume Genius, and Resume Builder occupy all of the top Google search results. However, they are not, in fact, competitive alternatives. All four of these brands, along with many others, are BOLD-controlled entities and offer remarkably similar products. Defendants fictitiously present them as different competitors while knowing full well that they are not. They draw from the same content database, are coordinated by the same management team, and use the same misleading pricing practices. By bidding on behalf of multiple sham entities, BOLD is able to rig advertisement auctions and occupy the lion’s share of all paid advertising results, relegating rivals to the crumbs of this critical channel to reach customers.

12. BOLD’s conduct violates Google’s “Unfair Advantage” policy, which prohibits companies like BOLD from “[u]sing the Google Network to gain an unfair traffic advantage over other participants in the auction.” Google takes, and enforces, its advertising policy seriously. Enforcement actions include suspending the accounts of those who violate its policy and issuing strikes and penalties against those accounts and users. But, when BOLD is caught in the act (and it

1 has been caught in the act), BOLD just starts using another sham entity or slightly changes the
2 domain address name of one of its many supposedly different brands. For instance, in 2023, BOLD
3 attempted to evade detection by switching the domain of www.resumenerd.com to
4 www.resumenerd.ai while making no substantive changes to the product or website itself. This is
5 clear evidence of BOLD's consciousness of guilt in blatantly defrauding Google and its users.

6 13. **Second**, BOLD also maintains its monopoly by coordinating its bids across its brands
7 to pay inflated prices for Google search advertising positions—prices that rivals like Rocket Resume
8 cannot match without operating at a loss. Among Google's sponsored ad positions, the top spot is
9 indisputably the most valuable, capturing almost 50% of all clicks, followed by the second position,
10 and so on. Because BOLD secretly controls multiple sham entities, it can simultaneously occupy
11 the top three advertising positions on Google search results and spread its costs to achieve a blended
12 average cost per click far below what any single competitor must pay for the top spot alone. Rocket
13 Resume then is left between the proverbial rock and a hard place. If it submits to BOLD's
14 dominance and relegates its bids to lower positions, Rocket Resume will never capture enough
15 customers to be viable. On the other hand, to compete for position 1 by bidding full price without
16 BOLD's ability to capture customers through disguised zombie entities, Rocket Resume would be
17 forced to operate at a loss.

18 14. BOLD's predatory bidding conduct intentionally raises rivals' costs to unsustainable
19 levels, while also allowing BOLD to take constructive control over Google search and deprive rivals
20 of meaningful access to the critical distribution channel in the Online Resume-Building Market.

21 15. By using multiple sham entities to bid, and by being willing to flout Google's
22 policies, BOLD can afford to operate at a loss to capture any individual customer because the
23 aggregate result of its overbidding is profitable. BOLD can afford to pay prices that competitors
24 cannot because BOLD captures revenue regardless of which brand the customer selects. If BOLD
25 manipulates the auction by bidding on behalf of three, four, or even more "separate" brands for the
26 top advertising positions, BOLD can win the vast majority of advertising positions and capture
27 customers regardless of which advertising slot the customer utilizes. Whether the customer clicks
28 on My Perfect Resume, Resume Genius, or Resume Nerd, BOLD receives the revenue.

1 16. Legitimate competitors like Rocket Resume face a different economic reality. To
2 compete for a top position, Rocket Resume must pay an excessively high price to beat BOLD's
3 inflated auction bids. But unlike BOLD, Rocket Resume cannot spread this cost across multiple
4 sham entities. The result is that Rocket Resume's customer acquisition costs become economically
5 irrational, and it becomes impossible to compete.

6 17. *Third*, in furtherance of its scheme to dominate the Market, BOLD sues, with
7 anticompetitive intent, rivals who attempt to remain in the market by asserting violations of its
8 intellectual property. These lawsuits cause rivals—typically smaller startups—to divert crucial
9 resources to legal defense. And eventually, in each case except Rocket Resume, those rivals either
10 cave to BOLD's anticompetitive demands and join BOLD's web of zombie entities or exit the
11 market entirely.

12 18. The pattern is consistent: whenever BOLD sees a competitor has gained any market
13 traction, BOLD threatens to file a copyright infringement lawsuit alleging copying of BOLD's "Text
14 Tuner Content" database or website elements. BOLD knows that these threatened lawsuits can
15 impose enormous litigation costs on smaller competitors while BOLD—with annual revenues
16 estimated at \$628 million—can easily absorb legal expenses as a cost of monopoly maintenance.
17 For instance, BOLD entities have brought lawsuits against companies in control of Resume Genius,
18 Resume Companion, and Resume Direct. All of these companies are now either defunct as
19 competitors or absorbed into BOLD's portfolio, thus highlighting the effectiveness of BOLD's
20 litigation weaponization.

21 19. BOLD deployed the same aggressive, anticompetitive copyright litigation strategy
22 against Rocket Resume in Case No. 5:22-cv-01045-BLF-SVK before this Court. Rocket Resume
23 was only able to survive the attack because its founder, Stephen Zimmerman, is a software engineer
24 himself who was willing to work alone and go without pay for several years—an asset few other
25 resume-building companies have. Rocket Resume then defeated BOLD at summary judgment on
26 all substantive claims. That win, though, was still a loss because defending the baseless litigation
27 imposed a crippling burden on Rocket Resume's business, exactly as BOLD intended.

28

1 20. Rocket Resume has been injured by BOLD’s anticompetitive conduct since its
2 inception. Rocket Resume has required extraordinary measures in order to grow despite BOLD’s
3 oppressive double serving, chokehold over the critical distribution channel, predatory overbidding,
4 and pretextual litigation. It has only survived because Mr. Zimmerman invested all of his savings
5 and sweat equity to build the company from the ground up and was willing to operate at negative
6 margins to relentlessly stay afloat.

7 21. Yet BOLD’s anticompetitive behavior has not ceased with respect to Rocket
8 Resume—it has escalated. On March 25, 2026, BOLD threatened Rocket Resume again, claiming
9 that Rocket Resume should agree to not even bid on ads containing brand names associated with
10 BOLD entities—brand names that BOLD still refuses to identify, rendering any sort of compliance
11 impossible. This demand is particularly egregious because competitive keyword bidding is a
12 standard, well-established industry practice in which BOLD itself regularly engages through its
13 multiple sham entities. Regulatory agencies and courts have expressly recognized competitive
14 keyword bidding as lawful and procompetitive behavior. BOLD’s attempt to prohibit Rocket
15 Resume from engaging in the same practices that BOLD routinely employs through its many sham
16 entities is the latest phase of a deliberate, ongoing campaign to exclude Rocket Resume from the
17 Market.

18 22. BOLD has not earned its market dominance on the merits, but rather through the
19 anticompetitive scheme and course of conduct described herein. And the problem is self-
20 reinforcing—the more BOLD’s behavior is left unchecked, the more brands it acquires, the more
21 deception it perpetuates, and the greater its capacity to intensify the very conduct that forecloses
22 rivals from the Market. If it was challenging to compete years ago for competitors like Rocket
23 Resume, it has only grown more difficult since—and will continue to worsen absent judicial
24 intervention. Rocket Resume accordingly brings its claims under the Sherman Act and the
25 California Unfair Competition Act to restore a competitive Market for Online Resume-Building
26 Platforms.

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THE PARTIES

A. PLAINTIFF—ROCKET RESUME, INC.

23. Founded in March 2019 by entrepreneur Stephen Zimmerman, Plaintiff **Rocket Resume, Inc.** (“Rocket Resume”) entered the Online Resume-Building Market with an innovative platform designed to democratize access to professional quality resume creation. Rocket Resume is a corporation organized under the laws of Delaware with a registered business address of 6469 Almaden Expy., Ste. 80, #560, San Jose, CA 95120.

24. Rocket Resume differentiates itself through its intellectual property, user-centered design, technological innovation, customer support features, online subscription cancelling, unlimited resume-creation, lifetime limitless cloud storage, and the ability to tailor templates to many job categories. The platform offers a content suggestion system that provides jobseekers with tailored recommendations for nearly every job title in the market, while its intuitive interface allows users to create polished resumes optimized for Applicant Tracking Systems—the AI-powered software that nearly all Fortune 500 companies use to screen applications—in as little as ten minutes.

25. Unlike competitors that rely primarily on generic templates, Rocket Resume has developed proprietary technology that offers real-time previews, smart formatting automation, and a database of over 20 million pre-written content suggestions spanning tens of thousands of job titles. The company has invested heavily in ensuring that resumes created on its platform can successfully navigate and clear Applicant Tracking Systems while maintaining visual appeal for human reviewers.

26. Rocket Resume’s market reception validates its innovative approach. The company has achieved exceptional customer satisfaction ratings, earning 4.9 out of 5 stars on Google Reviews (based on over 3,900 reviews). Customers consistently praise Rocket Resume’s ease of use, responsive customer service, and the speed with which they could create professional resumes. Reviews frequently highlight how Rocket Resume’s guided process removes the intimidation factor from resume creation, with jobseekers noting that the platform’s prompts and suggestions help them articulate their accomplishments more effectively than they could have done independently.

1 27. The company’s financial trajectory in its initial years reflected its product-market fit
2 and competitive strength. Rocket Resume grew from \$5,000 in revenue in its founding year (2019)
3 to \$454,000 (2020), \$4.2 million (2021), \$9.83 million (2022), and \$11.62 million (2023)—
4 demonstrating year-over-year growth rates exceeding 100% in multiple periods. By 2022, Rocket
5 Resume had facilitated the creation of approximately 1.5 million resumes.

6 28. By 2023, Rocket Resume had captured approximately 9% of the Market—making it
7 BOLD’s largest and most significant competitor. Rocket Resume achieved this market position
8 through legitimate competitive advantages: superior user experience, responsive customer support,
9 continuous platform improvements, and marketing efficiency that maximized return on advertising
10 spend.

11 29. Rocket Resume represented a genuine competitive threat to BOLD’s monopoly
12 precisely because of its vigorous competition on the merits. The company’s product quality,
13 customer satisfaction, and operational efficiency demonstrated that smaller competitors could
14 succeed in the Market if allowed to compete fairly.

15 30. Rocket Resume’s trajectory from a startup to a company with a valuation exceeding
16 \$100 million in under five years showed the Market’s capacity for dynamic competition and
17 innovation when not artificially constrained by exclusionary conduct. Rocket Resume’s early
18 success was remarkable given that it was suppressed by BOLD’s general monopolization strategy
19 in the Market, which required massive marketing spend just to attempt to level the playing field.
20 Rocket Resume would triple overnight, were BOLD to cease its monopolistic strategy of displaying
21 two Ads in the same search results, or “double-serving”—and, in reality, most cases are actually
22 triple or even “quadruple-serving.” This competitive threat—the prospect that Rocket Resume
23 would continue gaining market share through superior service and word-of-mouth growth—is
24 precisely what triggered BOLD to target Rocket Resume specifically, and at the time that BOLD
25 did.

26 **B. DEFENDANTS**

27 31. BOLD operates through a deliberately opaque corporate structure designed to
28 obscure common ownership of a wide swath of sham entities and evade both oversight by regulatory

1 agencies and enforcement from Google. The company maintains dual entities—Defendant BOLD
2 Limited, organized under the laws of Bermuda, and Defendant BOLD LLC (described as the parent
3 company of BOLD Limited in prior court filings), organized under the laws of Puerto Rico—with
4 headquarters located in Guaynabo, Puerto Rico, and additional operations in Warsaw, Poland,
5 Noida, India, San Francisco, California, and potentially other locations.

6 32. BOLD’s multi-jurisdictional structure has allowed it to operate with minimal
7 transparency and maintain a complex web of dozens of sham entities around the globe that it presents
8 to the public as independent competitors.

9 33. Defendant BOLD Holdings LLC has been described as the parent company of BOLD
10 LLC in prior court filings.

11 34. Defendant Doug Jackson is Co-Chief Executive Officer of BOLD and a resident of
12 Puerto Rico. As late as January 2026, Jackson maintained a residence in Santa Rosa, California.

13 35. Defendant Jamie Freundlich is Co-Chief Executive Officer of BOLD and a resident
14 of Puerto Rico. Freundlich still maintains a residence in New York City.

15 36. Defendant Heather Williams is the former Chief Financial Officer of BOLD and a
16 resident of Boca Raton, Florida.

17 **JURISDICTION AND VENUE**

18 37. This Court has subject matter jurisdiction over Plaintiff’s federal claims under the
19 Clayton Antitrust Act, 15 U.S.C. § 26 and 28 U.S.C. §§ 1331, and 1337. The Court has supplemental
20 jurisdiction over Plaintiff’s California state law claim pursuant to 28 U.S.C. § 1367.

21 38. This Court has personal jurisdiction over BOLD because BOLD maintains a
22 significant footprint in the San Francisco Bay Area, including its office at 100 Montgomery Street
23 #1000, San Francisco, CA 94104, and Los Angeles. BOLD has engaged in sufficient minimum
24 contacts with the United States and has purposefully availed itself of the benefits and protections of
25 both United States and California law such that the exercise of jurisdiction over BOLD would
26 comport with due process. BOLD transacts substantial business in this District and in the State of
27 California, including by operating Online Resume-Building Platforms marketed to and used by
28

1 millions of California customers. BOLD has also previously invoked the jurisdiction of this Court,
2 having filed suit against Rocket Resume in February 2022.

3 39. This Court has personal jurisdiction over Doug Jackson, Jamie Freundlich, and
4 Heather Williams because they have engaged in sufficient minimum contacts with the United States
5 and California, and have purposefully availed themselves of the benefits and protections of both
6 United States and California law by directing a scheme that targets both California jobseekers and
7 California companies like Rocket Resume, such that the exercise of jurisdiction over them would
8 comport with due process.

9 40. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial
10 part of the events or omissions giving rise to Plaintiff's claims occurred in this District. In the
11 alternative, personal jurisdiction and venue also may be deemed proper under Section 12 of the
12 Clayton Antitrust Act, 15 U.S.C. § 22, because BOLD may be found in or transacts business in this
13 District.

14 **INTRADISTRICT ASSIGNMENT**

15 41. This action is properly assigned to the San Jose Division of this District, pursuant to
16 Civil Local Rule 3-2(c) and (e), because Rocket Resume is headquartered, and a substantial part of
17 the events or omissions that give rise to the claim occurred, in Santa Clara County, which is served
18 by the San Jose Division.

19 **FACTUAL ALLEGATIONS**

20 **A. THE ONLINE RESUME-BUILDING PLATFORMS MARKET**

21 **1. The Online Resume-Building Platforms Market Is Distinct**

22 42. BOLD dominates the market for Online Resume-Building Platforms (the "Market"),
23 which is the relevant market for this case, controlling over 80% of it. Because of BOLD's
24 anticompetitive scheme, this Market has the appearance of having many competitors, but in fact
25 there are very few left. Rocket Resume is one of the few independent rivals remaining.

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1 43. The geographic scope of this Market is the United States.³ U.S. job applicants
2 typically put together resumes and apply for jobs within the U.S., and resumes created for U.S. job
3 applicants are tailored to the preferences of U.S. employers.

4 44. Tens of millions of Americans apply to jobs every year. About 31% of the U.S. labor
5 market—53 million workers—“engaged in some type of job-seeking activity” during November
6 2025 to January 2026.⁴ 23.7 million youth were working or actively looking for work in July 2025.

7 45. Resumes are critical to the job hunt, as they are often the first opportunity for
8 jobseekers to market themselves to potential employers. They are also the point at which many
9 employers decide to cut a candidate from consideration. As employers across all levels—from
10 seasonal lifeguard jobs to corporate executive jobs—grow more sophisticated in their hiring
11 processes, the expectation for a polished and effective resume continues to grow, making resume-
12 building assistance increasingly important.

13 46. The job application process is becoming more reliant on technology than ever. Many
14 employers now use digital job application portals and track candidates using an Applicant Tracking
15 System (“ATS”)—a technology used by 97.8% of Fortune 500 companies⁵ to collect, sort, scan,
16 and rank job applications. An ATS often filters for continuity of employment, special certifications,
17 and other hardline criteria that may not tell an applicant’s full story, making formatting and filling
18 in content (including specific words that are likely to get hits on particular job descriptions)
19 important in applicants’ resumes.

20 47. However, according to a 2021 study conducted by Harvard Business School, these
21 tools are often inflexibly configured and exclude viable candidates from consideration whose
22 resumes do not match the exact criteria established by the job description. 88% of all employers
23
24

25 ³ The precise contour of the geographic market is a topic to be refined pending discovery, and
26 Rocket Resume reserves all rights to expand the geographic contours of the Market.

27 ⁴ <https://www.comptia.org/en-us/resources/research/job-seeker-trends/>.

28 ⁵ <https://www.jobscan.co/blog/fortune-500-use-applicant-tracking-systems/>.

1 agree that “*qualified high-skills candidates*” are vetted out of the process at the initial resume-review
2 stage; that number rises to 94% in the case of middle-skills workers.

3 48. In response to the digitization of the hiring process, job applicants worldwide have
4 been increasingly using digital tools in building eye-catching resumes that pass ATS filters and
5 stand out to human reviewers.

6 49. Online resume-builders are web-based platforms that allow jobseekers to customize
7 multiple resumes through easy-to-use interactive user interfaces. These platforms offer a variety of
8 services, including providing professionally designed templates, job-specific content suggestions,
9 and feedback that assists jobseekers in creating professionally formatted, ATS-compatible resumes.
10 Online resume-builders also allow users to store their resumes in the cloud, enabling easy access
11 and sharing of their resumes.

12 50. Online resume-builders are often preferable to alternatives because they guide job
13 applicants through the daunting process of creating a professional resume. Instead of starting from
14 scratch, which can be intimidating, applicants might choose an online resume-builder because they
15 offer a variety of proven resume templates with cloud storage capabilities, to reduce formatting
16 issues presented by word processing tools and assist users in finding tailored wording for the jobs
17 they seek using proprietary content databases containing thousands of job-specific descriptions.

18 51. Revenue models for online resume-builders range from subscription-based services
19 to freemium (free or cheap at first, but customers must pay for advanced features) models, making
20 professional resume creation accessible across different price points and user needs.

21 52. The unique value of online resume-builders lies in their integration of multiple
22 functions in the resume creation process. Jobseekers using traditional alternatives must separately
23 handle content creation, formatting, design, ATS optimization, and customization for different job
24 applications. Online resume-builders consolidate all these functions into a single platform and do
25 most of the tedious work for the user, with the platform quickly guiding users along each necessary
26 component without overlooking critical elements. The platforms provide professional-quality
27 results, within minutes, at price points far below what individual users could achieve by hiring
28 professional resume writers or purchasing multiple separate tools.

1 **2. Online Resume-Building Platforms Are Not Reasonably**
2 **Interchangeable With Other Tools**

3 53. There are no resume-creation tools that are reasonably interchangeable with online
4 resume-builders.

5 54. Word processing software like Microsoft Word and Google Docs are not reasonably
6 interchangeable with online resume-builders. These programs may offer third-party resume
7 templates (often for a fee) but they involve significant formatting effort and require users to generate
8 job descriptions from scratch. Users must research appropriate action verbs, job descriptions, and
9 industry-specific terminology—all without guidance. Word processing software does not offer
10 tailored, job-specific wording or content suggestions based on different roles and industries. Word
11 processors such as Microsoft Word are also not free, and cost more than Online Resume-Building
12 Platforms.

13 55. AI chatbots such as ChatGPT, Claude, and Gemini are also not reasonably
14 interchangeable with online resume-builders to create and refine resume content. Indeed, for most
15 of the relevant time period for this case, AI tools did not exist. Today, users can ask AI Chatbots to
16 streamline their bullet points for a resume and suggest catchy action verbs. But AI chatbots are not
17 a substitute for Online Resume-Building Platforms because they require users to generate their own
18 prompts, do not offer formatting assistance, and may provide incorrect content. Using AI chatbots
19 to generate resumes also comes with challenges not present in Online Resume-Building Platforms.
20 For instance, AI chatbots generate only text and cannot be used to reliably help format a resume.
21 AI chatbots also require some expertise in prompt engineering. Jobseekers who may not know how
22 to structure effective prompts and iterate with AI may be disadvantaged compared to jobseekers
23 who do. AI chatbots also often operate on a costly subscription model, making them more expensive
24 than many Online Resume-Building Platforms.

25 56. AI chatbots also suffer from hallucination issues, requiring jobseekers to
26 continuously verify AI-generated outputs. AI chatbots indiscriminately collect and use data scraped
27 from the internet, irrespective of the quality and accuracy of that data. Additionally, AI chatbots do
28 not offer templates to serve as a starting point for jobseekers. AI chatbots are also often a one-time

1 service rather than having continuous iteration capabilities like Online Resume-Building Platforms.
2 Lastly, AI writing style is often easily identified, which can cause resumes to be flagged by AI
3 scanning tools.

4 57. Paying for a professional resume writing service is also not reasonably
5 interchangeable with the use of an online resume-builder. Professional resume writing services
6 employ certified resume writers with specific industry skillsets and career coaches who create
7 customized resumes for individual clients on a one-on-one basis. These services typically operate
8 through an intensive consultation process. First, clients must narrow down candidates for
9 applicability and availability. Then, clients must schedule an initial consultation where they discuss
10 their career history, accomplishments, and job search goals with a professional resume writer.
11 Clients often continue to provide information about their job search goals, often through
12 questionnaires or follow-up conversations. The resume drafter creates a customized resume over a
13 time period of a few days, applying their expertise in industry-specific terminology, formatting, and
14 more. There may be one to two rounds of revisions before delivering the final product. The cost
15 for these services ranges widely based on experience level and complexity but is certainly much
16 higher than the cost for Online Resume-Building Platforms. Google search is also not the
17 predominant or primary way to seek out professional resume writers. Other distribution channels,
18 such as referrals and word of mouth, are more commonly used with resume writers.

19 58. There are also mobile applications (e.g. iOS or Android applications) that offer some
20 resume-related services. But these applications do not compete with entities in the Market because
21 the two categories of services serve distinct customer bases: users of online resume-builders are
22 typically seated at a desktop or laptop computer, engaged in a focused, document-intensive task that
23 benefits from a full-size screen, keyboard, and the formatting precision that a browser-based
24 interface provides.

25 59. Mobile app users, by contrast, are engaged in a qualitatively different experience
26 optimized for smaller screens and touch-based input. Mobile apps cannot generate a full resume in
27 readable size. Furthermore, these apps are only available on certain mobile devices, and often do
28 not easily connect with web-based job applications. These differences in distribution channel, user

1 context, and functionality mean that mobile applications do not constrain the pricing or competitive
2 behavior of Online Resume-Building Platforms.

3 60. Additionally, mobile applications that offer resume-building services differ from
4 web-based platforms because customers who access resume-building services through mobile
5 applications do so through an entirely different discovery and distribution channel—app store search
6 and browsing—rather than through Google search, which is the primary channel through which
7 customers discover and select an Online Resume-Building Platform like Rocket Resume.

8 61. Similarly, seeking assistance from a career services office or government workforce
9 programs is not reasonably interchangeable with online resume-builders. Career services offices
10 and government workforce programs provide free or low-cost resume assistance to eligible
11 populations through educational institutions, government agencies, and non-profit organizations.
12 Universities often offer resume review services, one-on-one counseling sessions, resume writing
13 workshops, and access to template libraries for current students and alumni. The federal government
14 and state governments also offer similar services to jobseekers.

15 62. These services, however, often include eligibility requirements and are not always
16 proficient in specific job titles, especially those that these providers do not typically encounter. For
17 example, university career services offices often require enrollment in the university in order to
18 access resume-building assistance. Government workforce programs often face limited slots for
19 assistance and prioritize unemployed individuals, residents of specific geographic areas, and
20 individuals receiving public benefits. These services also offer varying quality of assistance
21 depending on the individual career counselor. For these reasons, these services are not a substitute
22 for Online Resume-Building Platforms.

23 63. LinkedIn also has a standard profile extraction tool in pdf format that users can
24 repurpose as a resume; however, this is not interchangeable with online resume-builders. There is
25 a vast difference in user experience between executing a search using Google and logging into
26 LinkedIn to use LinkedIn-specific tools. Moreover, LinkedIn's online resume-builder requires users
27 to have a manually populated profile with experiences, dates, skills, job titles, and other numerous
28 details, and does not offer templates, catchy phrasing, or formatting customization. LinkedIn also

1 does not offer the full suite of features, such as ATS optimization, that tools like Rocket Resume
2 provide.

3 64. At bottom, there are no reasonably interchangeable substitutes for Online Resume-
4 Building Platforms. Word processors require users to handle formatting and content creation from
5 scratch without guidance. AI chatbots cannot reliably format resumes, suffer from hallucination
6 issues, and require prompt engineering expertise most jobseekers lack. Professional resume writing
7 services cost significantly more, take days rather than minutes, and offer no continued access to
8 tools or templates after delivery. Mobile applications use different distribution channels and provide
9 a distinct user experience. Career services and government programs are limited by eligibility
10 requirements and inconsistent quality. And LinkedIn's resume-builder requires a manually
11 populated profile before a user can even begin. None of these alternatives offer the combination of
12 speed, guided content suggestions, professional formatting, and accessible pricing that defines
13 Online Resume-Building Platforms.

14 3. The Relevant Market Satisfies the Hypothetical Monopolist Test

15 65. When faced with a price increase by an Online Resume-Building Platform,
16 customers do not switch to word processors, AI chatbots, or resume writers in sufficient numbers to
17 defeat the price increase—they either remain with the platform or switch to another Online Resume-
18 Building Platform. For that reason, this relevant Market—the Online Resume-Building Platforms—
19 satisfies the market definition test known as the hypothetical monopolist test (“HMT”).

20 66. The HMT, commonly used by the Department of Justice and Federal Trade
21 Commission, is one tool that can be used to evaluate the bounds of a potential antitrust market. It
22 inquires whether a hypothetical monopolist in a market could impose a small but significant non-
23 transitory increase in price (SSNIP) without diverting many customers to alternative options, such
24 that the SSNIP would not be profitable to the monopolist.

25 67. This test is met with this Market of web-based platforms that assist jobseekers with
26 creating professional resumes. In this Market, a hypothetical monopolist could profitably impose a
27 SSNIP without losing enough customers as to become unprofitable. Even if prices for a hypothetical
28 monopolist's platform were to increase by five to ten percent, jobseekers would still choose to pay

1 for an online resume-builder over alternatives. The convenience, knowledge base, and
2 customization features, among other qualities of online resume-builders, would cause jobseekers to
3 pay the SSNIP instead of turning to alternatives such as building a resume from scratch using a word
4 processing tool or paying for a third-party career coach for resume creation.

5 68. BOLD's own actions prove the SSNIP test is easily met. From July 2023 to March
6 2026, BOLD increased the prices on its resume-builder by 61%, without a meaningful reduction in
7 market share.

8 **4. The Role of Google Search in the Relevant Market**

9 69. Jobseekers who utilize online resume-builders exclusively discover those platforms
10 through online search, and overwhelmingly through Google search. Consequently, search engine
11 visibility—especially through Google—is critical for Resume-Building Platforms' market
12 participation and competitive survival. Other potential advertising channels, such as social media,
13 are not viable for sourcing customers in this Market. First, customers searching for resume-builders
14 act on immediate intent, which passive-discovery channels such as social media channels cannot
15 capture. Online resume-builders also lack the broader brand awareness that renders these
16 advertising channels successful. This has been evidenced by both a lack of usage of social media
17 customer acquisition by nearly all brands in this Market and through years of testing by Rocket
18 Resume.

19 70. Online resume-builders depend on high-intent users who are actively seeking a
20 solution to an immediate need, which makes search-based engines the primary viable channel for
21 customer acquisition in the Market. Customers in this Market are looking to solve a specific
22 problem—lack of a formatted, professional resume—as conveniently as possible through Online
23 Resume-Building Platforms, and Google search is the most accessible and familiar method to access
24 this Market. The vast majority of customers immediately turn to Google search; it is by far the most
25 effective way to acquire customers in this Market.

26 71. Google search results are divided into two categories: Sponsored and Organic results.
27 Sponsored results are paid advertisements (“Ads”) that appear at the top or bottom of the search
28 results page. These Ads are selected through Google's automated advertising auction, which

1 determines both the ads shown for a particular search query and their placement on the page. In
2 contrast, Organic results are unpaid listings that appear because Google’s ranking algorithms
3 determine they are most relevant to the user’s query.

4 72. When a jobseeker searches for terms like “resume-builder,” “online resume,” or
5 “create resume,” Google’s algorithm conducts a real-time auction among all advertisers who have
6 bid on keywords related to that search query. These paid advertising auctions occur in milliseconds,
7 every time a user performs a search.

8 73. For Online Resume-Building Platforms, Google search drives over 90% of all
9 customer acquisition. Simply put, Google search is a must-have channel for acquiring a customer
10 in the Market. Organic search results and Ads on Google represent the primary—and often only—
11 way that customers discover and access resume-building services. Customers in the Market are
12 looking to create their resume as conveniently as possible, and Google search has overwhelmingly
13 been the most accessible and familiar method that customers are comfortable with to find an online
14 resume-builder. In short, during the relevant time period of this case, almost every customer in the
15 Market tried to solve for their lack of a professional, formatted resume by “Googling” it.

16 74. Providing additional support for the must-have nature of Google search in this
17 industry, in April 2025, the United States District Court for the District of Columbia found that
18 Google handles approximately 90% of all searches conducted in the United States. As described
19 herein, advertising to customers executing online searches is an absolutely fundamental and critical
20 marketing channel in the Market. As Google makes up approximately 90% of such searches, access
21 to Google search is not merely one possible option among many—it is a necessary distribution
22 channel. It is the dominant channel through which jobseekers discover Online Resume-Building
23 services, and renders advertising through other channels largely cost-ineffective for businesses in
24 this Market.

25 75. The fact that Google search plays such a critical role in this Market is further
26 evidence that there is a distinct Market for Online Resume-Building Platforms. When customers
27 search “resume builder,” they are expressing a specific and high-intent need, and uninterested in
28 engaging with the alternatives described above, such as resume reviewers, AI chatbots, or word

1 processing tools such as Microsoft Word or Google Docs. They are seeking out dedicated Online
2 Resume-Building Platforms such as Rocket Resume and the search results they return reflect this
3 distinct Market.

4 **B. BOLD IS A MONOPOLIST IN THE MARKET FOR ONLINE RESUME-BUILDING**
5 **PLATFORMS**

6 76. BOLD has achieved a dominant share of the Market for Online Resume-Building
7 Platforms, with an estimated share of 80-90% in the United States. As noted, BOLD did not achieve
8 this dominance through superior quality or execution, but through deceiving customers by acquiring
9 and maintaining a covert network of obfuscated BOLD entities, manipulating the Google search
10 process, and making an aggressive effort to buy up all competitors and to stomp out those who it
11 did not acquire.

12 77. BOLD entities hold significant market share. BOLD publicly describes My Perfect
13 Resume as “the largest resume builder platform,” while LiveCareer alone reports facilitating over
14 10 million resume creations. Market research firms analyzing the resume builder industry confirm
15 that “LiveCareer and its parent company, BOLD LLC, are major forces, owning several of the most
16 popular tools available,” with these brands holding “significant market share” in the sector. Industry
17 reports consistently identify several BOLD zombie entities including Zety, LiveCareer, Resume
18 Genius, CareerBuilder, Resume Help, My Perfect Resume, Resume Lab, Resume-Now, and
19 Resume Nerd as some of the Market’s leading players. As discussed below, however, these brands
20 are only the tip of the iceberg. Investigation has revealed that BOLD operates many more online
21 resume brands than has previously been reported or disclosed.

22 78. These BOLD-controlled sham entities appear entirely unrelated to customers and
23 even to casual industry observers, featuring slightly distinct branding, separate websites with
24 different domain names, different visual identities and color schemes, with slightly varied marketing
25 messages and value propositions. Each brand operates independent-appearing customer service
26 operations with different support email addresses, and cultivates separate user review profiles on
27 sites like Trustpilot and Google Reviews. This fake projection of brand diversity creates a powerful
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1 and deliberately cultivated illusion of market competition. But together, this vast armada of sham
2 BOLD entities utterly dominates the Market for Online Resume-Building Platforms.

3 79. Rocket Resume is one of the last remaining rivals standing against BOLD's illegal
4 and total monopolization, and perhaps the last significant independent competitor standing. But its
5 very modest share highlights BOLD's utter dominance.

6 80. As one of the sole remaining independent competitors to BOLD's portfolio of ever-
7 changing brands, Rocket Resume provides minimal discipline on BOLD's pricing and some
8 pressure for service quality. Remove Rocket Resume, and even these constraints disappear. As it
9 stands, Rocket Resume cannot continue growing, despite its competitive offerings, because BOLD's
10 anticompetitive tactics make it impossible to acquire a meaningful number of customers.

11 81. If BOLD's anticompetitive conduct is allowed to continue, there is also no prospect
12 of entry from new rivals that will generate competition. There are low natural barriers to entry with
13 building an online resume-builder, yet BOLD's conduct creates substantial, artificial barriers to
14 entry in the Market. As detailed herein, BOLD forecloses access to the critical distribution channel,
15 Google search, making new entry virtually impossible.

16 82. As described below, BOLD shuts out competitors' Ads by coordinating its bids
17 across its sham entities to box them out of access to top search positions. But more than just
18 preventing growth for startups in the Market by limiting startups' Ads optimization, this practice
19 also deprives startups of their ability to grow in Organic search results. Success in organic growth
20 depends on learnings derived from the Ads space, and takes years of significant investment in
21 content creation, back-link development and other strategies to achieve. BOLD's dominance in
22 both Ads and Organic search results eliminates opportunities for growth in both spaces, further
23 entrenching its monopoly and harming its competitors across all of search.

24 **C. DEFENDANTS MAINTAIN BOLD'S MONOPOLY THROUGH AN OVERARCHING**
25 **ANTICOMPETITIVE COURSE OF CONDUCT**

26 83. Defendants have maintained BOLD's monopoly through an overarching course of
27 anticompetitive conduct that spans over a decade. The various aspects and components of this
28

1 overarching scheme work together to utterly destroy competition in the Market for Online Resume-
2 Building Platforms and ensure BOLD maintains its control of the Market.

3 84. While some facets of BOLD's conduct are anticompetitive in isolation, BOLD's
4 conduct is even more egregious when examined holistically for its overarching anticompetitive
5 effects. All components of the scheme, as detailed below, are mutually reinforcing with the shared
6 purpose of ensuring no actual or potential rival can engage in meaningful competition with BOLD
7 or threaten its monopoly position.

8 85. As detailed below, BOLD's conduct includes: (1) constructing a sprawling web of
9 sham entities to monopolize the Market; (2) manipulating Google search results through price-
10 fixing, sham competition, and predatory over-bidding; (3) engaging in de facto exclusive dealing of
11 the critical distribution channel in this Market; and (4) weaponizing litigation with anticompetitive
12 intent.

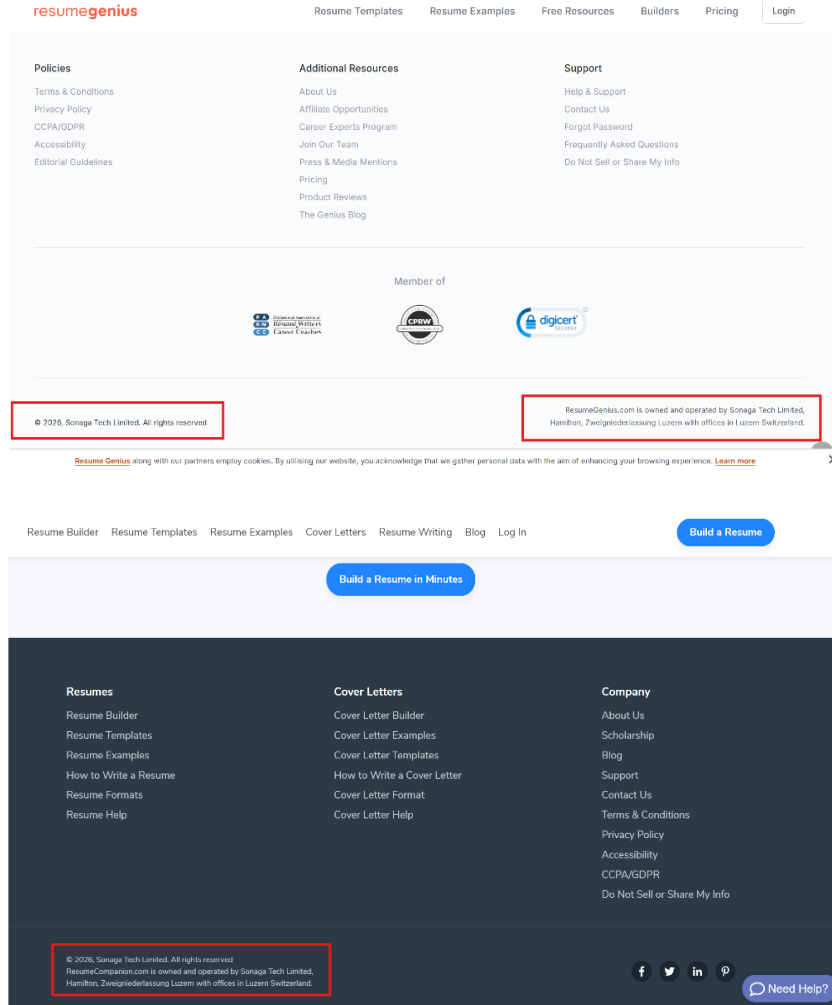
13 **1. Defendants Construct a Sprawling Web of Sham Entities To Monopolize**
14 **the Market**

15 86. At the center of BOLD's scheme is its construction of a web of sham entities, tracing
16 back to the early 2000s. As described further below, one way BOLD has absorbed additional brands
17 is through litigation. For instance, after suing former competitors Resume Companion and Resume
18 Genius, BOLD folded them into its web of entities.

19 87. At first glance, both sites—still in operation at www.resumecompanion.com and
20 www.resumegenius.com—are independent of BOLD. They appear to be owned by a company
21 called “Sonaga Tech Limited,” a company that appears to be unaffiliated with BOLD. For example,
22 the below screenshots present Resume Genius and Resume Companion, respectively, as “owned
23 and operated by Sonaga Tech Limited,” with no mention of BOLD.

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88. In reality, Sonaga Tech Limited is not the independent Swiss company it purports to be. According to the Trademark Assignment Cover Sheet pictured below, BOLD Limited, Works Limited, and Sonaga Tech Limited are, in fact, all part of the BOLD umbrella, applying for trademarks together. This Cover Sheet also confirms Resume-Now, My Perfect Resume, and Resume Check as belonging to the BOLD umbrella. This Cover Sheet was signed by Heather Williams on BOLD Limited and Works Limited’s behalf, showing her knowledge of and active participation in BOLD’s anticompetitive scheme.

900532931 01/29/2020

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOLD LIMITED		01/13/2020	Company: BERMUDA
WORKS LIMITED		01/13/2020	Company: BERMUDA
SONAGA TECH LIMITED, HAMILTON, ZEIGNIEDERLASSUNG LUZERN		01/13/2020	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	HSBC Bank USA		
Street Address:	P.O. Box 2013		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14240		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	5749977	HLOOM	
Registration Number:	5700580	RESUME-NOW POWERED BY: LIVECAREER	
Registration Number:	5719077	COVER-LETTER-NOW POWERED BY: LIVECAREER	
Registration Number:	4691314	COVER-LETTER-NOW	
Registration Number:	5518464	MY PERFECT COVER LETTER	
Registration Number:	5700582	MYPERFECTRESUME	
Registration Number:	4780241	MY PERFECT RESUME	
Registration Number:	5249024	JOBHERO	
Registration Number:	5140254	MIGHTYRECRUITER	
Registration Number:	5187567	BOLD	
Registration Number:	5177476	BOLD	
Registration Number:	4676848	RESUME-CHECK	
Registration Number:	4610718	JOB TAP	
Registration Number:	3976788	LIVECAREER	
Registration Number:	3571241	LIVECAREER	

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TRADEMARK
REEL: 006849 FRAME: 0604

OP: \$790.00 5749977

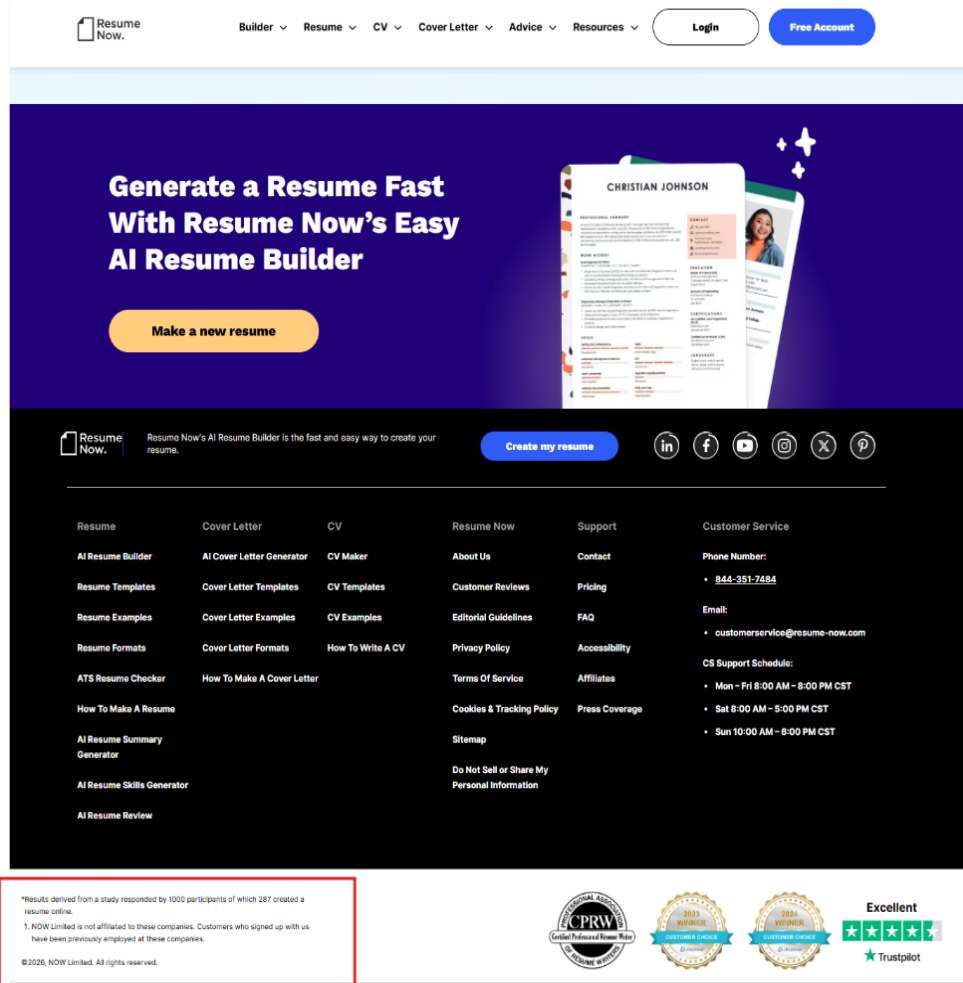
89. BOLD has tried to obscure these connections. But Rocket Resume's investigation has revealed that some websites list Sonaga Tech Limited's address as in Hamilton, Bermuda.⁶ The Trademark Assignment Cover Sheet above shows that BOLD Limited also operates out of Bermuda. However, on its website, BOLD lists its places of operation simply as only the United States, Puerto

⁶ https://www.dnb.com/business-directory/company-profiles/sonaga_tech_limited.373dd81dbb1a75d9a62050031e830e1f.html.

1 Rico, Poland, and India. BOLD does not disclose its Bermuda operations on its website to minimize
 2 any visible links between BOLD and Sonaga Tech.

3 (a) **Resume-Now: A Case Study**

4 90. BOLD’s web of deception extends far beyond Sonaga Tech. For instance,
 5 www.resume-now.com purports to be a resume-builder independent of BOLD. As the screenshot
 6 below shows, the website purports itself to belong to something called “NOW Limited” with no
 7 mention of BOLD.



24 91. As with “Sonaga Tech,” however, it turns out that NOW Limited is just another entity
 25 controlled by BOLD and its owners, Jackson and Freundlich. First, its trademark on the United
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 27
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1 States Patent and Trademark Office website⁷ shows that it is registered in Bermuda, a country with
 2 which both BOLD and Sonaga Tech have connections. The most recent activity on the trademark
 3 hides NOW Limited’s connection to BOLD, and shows its attorney information as lawyers from
 4 Katten Muchin Rosenman LLP and Convergence Intellectual Property Law P.C.

5 92. But digging into the trademark’s history reveals Resume-Now’s connection with
 6 BOLD. As shown in the screenshot below, in 2015, an attorney from LiveCareer (BOLD’s
 7 predecessor and current BOLD brand), submitted a Change of Correspondence Address application,
 8 revealing that BOLD is behind the Resume-Now brand.

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Document Description		Mail/ Create Date
10. Change of Address		Jun. 04, 2015
Change Of Correspondence Address		
The table below presents the data as entered.		
Input Field		
SERIAL NUMBER		86293617
REGISTRATION NUMBER		4687640
LAW OFFICE ASSIGNED		LAW OFFICE 101
MARK SECTION		
MARK		RESUME-NOW
CORRESPONDENCE SECTION (current)		
ORIGINAL ADDRESS		NICOLE LODGE 51 E 42ND ST RM 1610 NEW YORK New York 10017-5404 US 212-588-1133 Ext. 446 nicole.lodge@livecareer.com
NEW CORRESPONDENCE ADDRESS		
NEW ADDRESS		Nicole Lodge 52 Vanderbilt Avenue, 16th Floor NEW YORK New York United States 10017 212-588-1133 Ext. 446 nicole.lodge@livecareer.com
AUTHORIZED TO COMMUNICATE VIA E-MAIL		YES
SIGNATURE SECTION		
SIGNATURE		/NML/
SIGNATORY NAME		Nicole Lodge
SIGNATORY DATE		06/04/2015

20 93. Resume-Now is thus a prime example of BOLD’s deceptive and fraudulent conduct.
 21 As shown in Paragraph [90], Resume-Now purports to be owned by NOW Limited on its website.
 22 Its customer service email address, customerservice@resume-now.com, links to a resume-now.com
 23 domain. But all of this is a front—Resume-Now is just another sham entity operated by BOLD.

24 94. In addition to the obscure trademark history, which slipped through the cracks of
 25 BOLD’s scheme, BOLD slipped up again in Resume-Now’s lengthy and obtuse User Agreement.

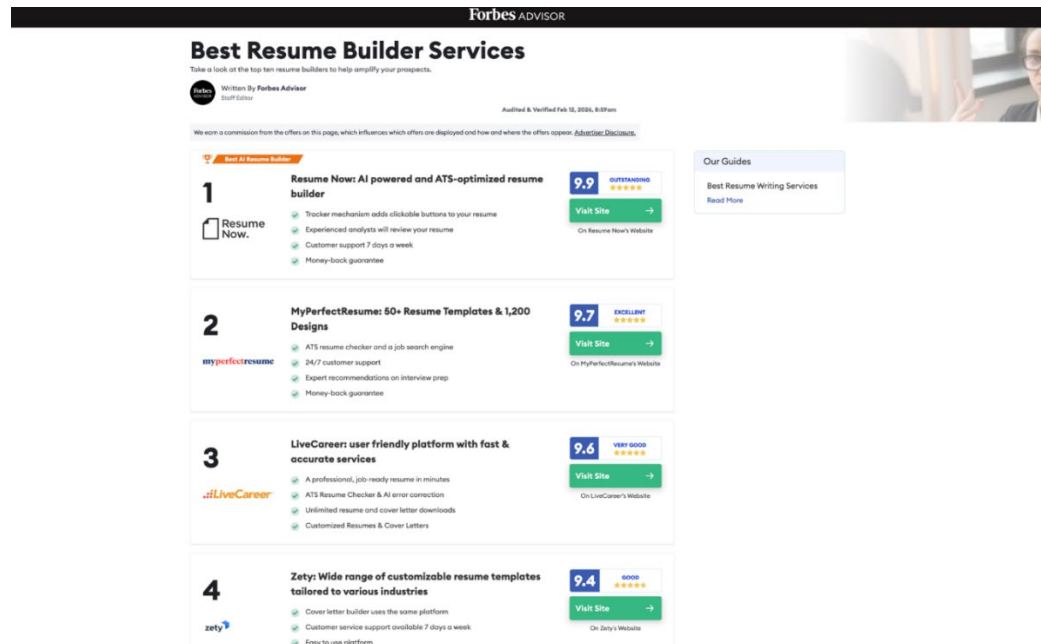
27 ⁷ https://tsdr.uspto.gov/#caseNumber=86293617&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=statusSearch.

1 Specifically, inconsistent with Resume-Now’s fictitious branding on the website and contact
 2 information, BOLD revealed itself to be the real party of interest in some clauses of that Agreement,
 3 stating (1) “BOLD may limit the availability of the site and service to any person or geographic area
 4 at any time;” (2) “If you are located in the US, then the transaction will be processed by BOLD
 5 LLC;” (3) that any opt-out arbitration requests should be sent to BOLD LLC within thirty days of
 6 agreeing to these terms.

7 **(b) BOLD Deceives the Industry**

8 95. BOLD purposefully hides its sprawling network of sham entities to confuse
 9 customers, competitors, and review sites, and make it difficult for them to realize that the different
 10 resume-building companies are, in fact, the same company.

11 96. For instance, BOLD has fooled even reputable review sites like Forbes into believing
 12 that its brands are different. In the below screenshot of a Forbes Advisor page recommending
 13 resume-builders, all four of the top recommendations—Resume-Now, My Perfect Resume,
 14 LiveCareer, and Zety—are BOLD-affiliated brands. In short, BOLD’s conduct has deceived not
 15 only customers and competitors, but it has also duped review sites—sites that occupy top ad slots
 16 in Google search—into believing they are reviewing discrete companies that are, in actuality, the
 17 same company.



1 97. By presenting all of these companies under the guise of separate websites, BOLD
2 creates search fatigue among customers in the Market, who only later find out they have been duped
3 by BOLD’s deceptive business model. In particular, under BOLD’s approach, which it has caused
4 to be pervasive in the Market, customers are lured in with the promise of building a “free” resume.⁸
5 After they fill in their information and move along to the final step of the workflow, they are then
6 surprised by the need to pay a fee to download the resume—while they were able to *build* it for free,
7 *downloading* it is another matter. The payment for download is styled as a low fee, perhaps ranging
8 from \$1.85 to \$2.95. Yet the fine print subjects the customer to a subscription, where the customer
9 is charged \$1.85 to \$2.95 for the first month and then *\$19.99 to \$23.95 every four weeks* thereafter.
10 Customers who are not studious about their credit card bills thus may end up spending hundreds of
11 dollars for the resume they built and downloaded once.

12 98. BOLD’s sham entities all use this, or a very similar, pricing model. To the extent
13 BOLD argues these entities are “separate,” then its conduct would amount to blatant price-fixing
14 because such a predatory strategy could only be maintained if the vast majority of competitors in
15 the marketplace agreed to use it.

16 99. Customers that are dismayed with their experience on one of BOLD’s sham entities
17 (say, Resume-Now), may shop elsewhere. But what’s elsewhere in this market? Overwhelmingly,
18 they will be unknowingly funneled to another BOLD sham entity. And there they will confront the
19 same poor customer experience that upset them in the first place. BOLD’s deceptive business model
20 therefore dominates the landscape, discourages customers, and destroys competition on the merits.

21 100. Although media and industry sources have failed to expose BOLD, some competitors
22 and customers have also begun to notice some irregularities. For instance, BOLD’s deception has
23 been recognized by Sheets Resume Builder, one of the few other small rivals in the Market. On its
24 website, Sheets Resume Builder explains that “many of the top resume builders on Google are
25
26

27 ⁸ Rocket Resume reluctantly elected to employ a similar pricing strategy as the only means to
28 survive in the market against BOLD’s conduct.

1 owned by the same conglomerate (BOLD.com), presenting jobseekers with the *illusion of choice*.”⁹
2 Recognizing the futility of competition, Sheets Resume Builder even states “BOLD, if you’re
3 reading this, please reach out to team@sheetsresume.com and make us an offer. For the right
4 EBITDA multiple, we’ll totally sell out, delete this blog post, and join the fam[ily].”¹⁰

5 101. Additionally, a jobseeker named A.M.Neal wrote: “When I began researching
6 Resume Genius’ backstory, it seemed simple—Resume Genius is a company operating out of
7 Taipei, Taiwan and is a subsidiary of Sonaga Tech Limited based in Switzerland. Curious about
8 leadership at Resume Genius, I scoured their ‘About’ page . . . and LinkedIn, and was unable to
9 identify a founder or executive for that matter. Sonaga Tech proved to be even more elusive – no
10 website, no LinkedIn page – just a total mystery.”¹¹

11 102. BOLD also furthers its scheme by publishing fake articles—stylized as objective
12 testimonials—comparing BOLD resume-builders and competitors like Rocket Resume.

13 103. For instance, as early as 2023, these articles have purported to review Rocket Resume
14 and compare it unfavorably to BOLD entities Resume Genius¹² and Resume Lab.¹³ These articles
15 are replete with misrepresentations designed to lure customers to BOLD entities over Rocket
16 Resume, calling Rocket Resume’s platform derogatory terms such as unspecific, fragmentary,
17 meaningless, generic. These articles also include statements falsely claiming that Rocket Resume’s
18 product “doesn’t follow a proper resume summary format,” and that Rocket Resume does NOT
19 offer free templates on its homepage, when it does.

20 104. Further, these articles falsely state that BOLD entities offer “more specific” bullet
21 points and create output that is “much more effective and impactful” than Rocket Resume, and that
22 Rocket Resume “doesn’t include the option to download your resume before purchasing” which is

23 _____
24 ⁹ <https://sheetsresume.com/blog/resume-builders-owned-by-bold>.

25 ¹⁰ *Id.*

26 ¹¹ <https://amneal.medium.com/resume-genius-is-it-worth-a-damn-abd940a20e8d>.

27 ¹² <https://resumegenius.com/reviews/rocket-resume-reviews>.

28 ¹³ <https://resumelab.com/career-advice/rocket-resume-review>.

1 untrue. The fake testimonials additionally misrepresent that “Rocket Resume isn’t really free” and
2 that “to download your resume after building it, you need to pay a fee.”

3 105. BOLD presented the articles as an objective comparison of the resume builders. Yet
4 they are far from an objective comparison. Instead, the articles falsely represent that neutral third
5 parties have objectively used Rocket Resume and BOLD entities, found Rocket Resume lacking in
6 independent respects, and deemed BOLD entities better than Rocket Resume—again, based on
7 misrepresentations and false statements of fact. In actuality, these “reviewers” did not objectively
8 use Rocket Resume’s services and deem them inferior; BOLD manufactured the appearance of
9 neutrality to obfuscate its true intentions.

10 106. This is no mistake. BOLD’s obfuscation is deliberate, and it harms competitors,
11 customers, and search engines alike. Customers are harmed because they are deceived into thinking
12 they are shopping in a competitive market, and browsing a diverse Google marketplace, when in
13 reality they are stuck paying supracompetitive prices to a hidden monopolist.

14 107. Customers who do shop around will be deceived into thinking that BOLD’s pricing
15 model is just how the Market works. Competitors are harmed because they are forced to adapt to
16 the marketing and pricing strategies of BOLD brands, which dominate the Market. And search
17 engines—namely Google, the critical distribution channel for this Market—are also duped by
18 BOLD’s deceptive practices into believing they are facilitating a fair and competitive marketplace.

19 **2. Auction Manipulation and Predatory Over-Bidding**

20 108. BOLD additionally maintains its dominant position through its deceptive
21 manipulation and predatory over-bidding in the critical marketing channel in the Relevant Market—
22 sponsored results that show up as a result of Google search queries.

23 **(a) Google’s Policies and BOLD’s Evasion**

24 109. As described above, manipulation of Google search results is an important pillar in
25 Defendants’ scheme to protect BOLD’s monopoly power in the Relevant Market. In the context of
26 competing for paid advertisements, a dominant player is able to crowd out rivals by flooding the
27 distribution channel with sham entities and sham advertisements. Doing so would be
28

1 anticompetitive in any distribution channel. But when it comes to Google search in the Relevant
2 Market, such conduct is literally fatal to competition.

3 110. Consistent with these economic principles, and to ensure a fair and competitive
4 market for search results, Google has long had an “Unfair Advantage” policy that provides that
5 “Using the Google Network to gain an unfair traffic advantage over other participants in the auction”
6 is “not allowed.” This Unfair Advantage policy reflects Google’s understanding that, if left
7 unchecked, large companies could flood the auction results to effectively foreclose smaller rivals
8 from securing any traffic. BOLD’s practice of pretending that separate, independent companies are
9 bidding against each other, when in actuality BOLD and its owners are deceptively providing a set
10 of coordinated bids for a slew of sham entities controlled by BOLD and its owners, clearly violates
11 Google’s policy.¹⁴ The effects of this anticompetitive coordination are amplified when BOLD
12 occupies many of the top auction results, relegating rivals to the fringes.

13 111. Google’s Circumventing Systems policy also prohibits “[e]ngaging in practices that
14 circumvent or interfere with Google’s advertising systems and processes, or attempting to do so.”¹⁵

15 112. BOLD’s actions violate these policies. They are designed to provide BOLD with the
16 very “unfair advantage” that Google’s policies are meant to prevent. As mentioned above, BOLD’s
17 sham entities offer functionally identical services, and typically, the only differences are cosmetic:
18 color schemes, logos, and domain names. Although BOLD presents these brands as independent
19 competitors in order to overwhelm Google’s search results, closer examination reveals the facade.

20 113. Importantly, these sham entities also draw content from the same “Text Tuner
21 Content” database, confirmed through U.S. Copyright Office registrations. BOLD purports to own
22 and operate the Text Tuner Content database. BOLD’s U.S. Copyright Office registrations for its
23 “Text Tuner Content” database—including TX0008919525 (2018 version), TX0008919529 (2019

24
25 ¹⁴ As of April 2025, Google updated its policies to indicate that a company could bid for different
26 placements on a search page. However, the policy continues to prevent a company from bidding to
27 gain an Unfair Advantage, which includes bidding for multiple spots in the same placement on a
28 search page—exactly what BOLD and its owners have been doing.

¹⁵ <https://support.google.com/adspolicy/answer/15938075?hl=en>.

1 version), and TX0008919521 (2020 version)—cover the job description content used across
2 multiple BOLD brands. This establishes that My Perfect Resume, Resume Genius, Resume Nerd,
3 and other BOLD platforms all operate using the same proprietary content repository.

4 114. Corporate communications, LinkedIn profiles of BOLD executives, copyright
5 registrations, and other publicly available records all point to a single conclusion: these ostensibly
6 separate brands are managed centrally, with coordinated marketing strategies and unified decision-
7 making. This web of BOLD entities deceives Google and subverts Google’s advertising policies.

8 115. Google takes its advertising policies seriously. For instance, Google employs a
9 combination of AI and human review to detect policy violations. Google blocks violative Ads until
10 the issue is resolved; for more serious or repeated offenses, Google applies a strike system and can
11 suspend accounts and users entirely.

12 116. Indeed, in some cases Google appears to have enforced its policies against BOLD.
13 Each time Google enforces its policies and removes one of BOLD’s sham entities from the auction,
14 however, BOLD simply substitutes another entity, changes a domain name, or creates a new façade
15 to restore its dominance over the advertising results. For example, in response to Google’s efforts
16 to halt BOLD’s double-serving, BOLD merely pivoted to using slight variations on its domain
17 names, moving ResumeGenius from www.resumegenius.com to www.resumegenius.co and
18 ResumeNerd from www.resumenerd.com to www.resumenerd.ai, creating the appearance of new
19 unrelated entities. None of these domain switches were accompanied by any substantive changes
20 to the websites and products.

21 117. These actions show that Google’s enforcement mechanisms on their own cannot
22 effectively address BOLD’s conduct because Defendants continuously adapt their tactics to exploit
23 limitations in detection systems. Google’s policies rely on self-reporting and assume good-faith
24 compliance; BOLD systematically exploits this trust by affirmatively misrepresenting its sham
25 entities as numerous independent competitors. Google’s automated systems struggle to identify
26 common ownership when operators deliberately obscure connections through domain variations and
27 cosmetic brand differentiation.

28

1 118. Defendants’ auction manipulation, a form of bid rigging, is clear anticompetitive
2 conduct. By manipulating Google’s auction results and price-fixing bids across a plethora of sham
3 entities, BOLD reserves this critical distribution channel for itself to the detriment of rivals. Rivals
4 lose meaningful access to the critical input in this Relevant Market and are therefore foreclosed from
5 competition.

6 **(b) BOLD’s Bidding Strategy to Foreclose Competition**

7 119. BOLD’s bidding strategy also forecloses rivals from effective competition. By
8 spreading out its costs across multiple fictitious entities, and artificially inflating BOLD’s effective
9 “click-through rate” (the percentage of people who see a search result and actually click on it—
10 calculated by dividing the number of clicks by the number of times the link was shown, and then
11 multiplying by 100), BOLD creates artificial advantages for itself that harm competition and exclude
12 competitors.

13 120. BOLD’s predatory bidding strategy on Google search constitutes monopolistic
14 conduct designed to exclude competing Online Resume-Building Platforms from the primary
15 channel through which customers discover and select such services. Because BOLD charges
16 customers \$0 for access to its resume-building tools, every dollar BOLD spends on Google search
17 advertising represents a net short-term loss on each customer acquired through that channel.
18 BOLD’s bids for competitive keyword placements far exceed any reasonable measure of the short-
19 term revenue those bids generate—indeed, they exceed it by the full amount of the bid, because the
20 short-term revenue is zero. BOLD is able to do so only because it is pursuing a long-term strategy
21 to dominate the Google search channel at the expense of independent rivals, accepting certain short-
22 term losses in exchange for durable market power.

23 121. BOLD faces an uncertain probability of recouping these losses. BOLD’s predatory
24 overbidding is systematically driving independent Online Resume-Building Platforms out of
25 competitive visibility on Google search, depriving them of the customer acquisition channel on
26 which their businesses depend. As independent competitors are marginalized or eliminated, BOLD
27 is positioned to—and, in fact, already does—convert its growing captive user base into paying
28 subscribers at supracompetitive prices, through premium feature upsells, recurring subscription

1 charges, long-term optimization of free organic traffic, and other monetization strategies that would
2 be unsustainable in a competitive market. BOLD’s sham entity strategy further ensures recoupment
3 by foreclosing the most likely escape route for dissatisfied customers: switching to a competitor.

4 122. Customers who attempt to leave one BOLD-controlled platform are often funneled—
5 unknowingly—to another paid Ad that is really just a BOLD-controlled platform masquerading as
6 an independent alternative. This web of sham entities enables BOLD to recapture churning
7 customers rather than lose them to genuine competitors, dramatically increasing customer lifetime
8 value and ensuring that losses incurred through predatory overbidding are recouped many times
9 over as the competitive field narrows and BOLD’s dominance becomes self-reinforcing.

10 123. The following analysis uses illustrative assumptions to demonstrate the mechanics
11 of BOLD’s cost-spreading and customer-recapture advantages, to lower BOLD’s effective
12 Customer Acquisition Cost (“CAC”). The specific click-through rate percentages and pricing
13 figures used are representative examples based on typical auction conditions; actual figures vary
14 dynamically based on keyword, time period, and market conditions. It also uses a customer lifetime
15 value in the online resume-building of approximately \$80 per customer, depending on subscription
16 duration and additional services purchased, and assumes 15% of customers that click end up as
17 paying customers (“converted customers”).

18 124. Google’s auction system creates a descending price structure where higher
19 advertising positions command higher costs per click, with prices declining substantially as position
20 rank decreases.¹⁶ This price structure arises from the interaction of Google’s second-price auction
21 mechanism and the differential value of advertising positions based on click-through rates.

22 125. In a second-price auction, the advertiser winning position 1 pays an amount
23 slightly above the bid submitted by the advertiser in position 2.

24
25
26 ¹⁶ In reality, Google also evaluates advertising quality and search context, among other factors,
27 when selecting advertisement position. For purposes of this Complaint, Rocket Resume assumes
28 all factors other than price are equal to show the anticompetitive effects that can arise from
Defendants’ bid-rigging conduct.

1 126. Because position 1 is so critical to this industry, generates more customer value, and
2 produces substantially higher click-through rates than position 2 (for example, suppose
3 approximately 45% of clicks go to position 1 versus 25% going to position 2 and 15% going to
4 position 3), advertisers are willing to pay much more per click for position 1. The high value of
5 position 1 drives up the position 1 bid, which through the second-price mechanism establishes the
6 price for position 2. Additional nuance exists because the value of customers who purchase and
7 click the top advertising spot is higher than customers who click the lower positions. Customers
8 who click the top advertising spot are more likely to have strong intent and are significantly more
9 valuable to the resume-building service.

10 127. For resume-builder keywords during the relevant period, exemplary prices might
11 have been approximately \$15 per click for position 1, \$7 per click for position 2, and \$5 per click
12 for position 3. Position 4 and lower may command costs of \$3-4 per click, reflecting the
13 dramatically reduced click-through rates at these positions.

14 128. BOLD's multi-brand strategy allows it to capture all three top positions
15 simultaneously while paying a blended average cost per click dramatically below the position 1 rate.
16 Out of 100 total paid clicks, the following results would occur. If BOLD bids \$15 for position 1
17 (My Perfect Resume), \$7 for position 2 (Resume Genius), and \$5 for position 3 (Resume Nerd),
18 BOLD's total costs would be: $(45 \text{ clicks} \times \$15) + (25 \text{ clicks} \times \$7) + (15 \text{ clicks} \times \$5) = \$925$.

19 129. At 15% conversion, BOLD would capture approximately 13/85 total customers
20 through clicks across the three positions at an average CAC of approximately \$71.15 per customer
21 ($\$925 \div 13$ customers). This represents a roughly 30% discount compared to the \$100 CAC (45
22 clicks x $\$15 \div 6.75$) that a competitor would incur with a "position 1 only" strategy.

23 130. In addition to having an artificial cost advantage, BOLD's numerous sham entities
24 together artificially inflate BOLD's conversion rates. Suppose a customer clicks on My Perfect
25 Resume and builds a "free" resume, but then later is displeased with My Perfect Resume's recurring
26 charges. When that customer comes back to re-run her search on Google, with the goal of avoiding
27 My Perfect Resume, BOLD captures a second opportunity when that customer, unbeknownst to
28 them, encounters another BOLD brand with Resume Genius or Resume Nerd which has nearly

1 identical pricing. This has a double effect, as the customer is deceived into thinking the pricings are
2 consistent in the market and is less compelled to shop around for less duplicative options.

3 131. This recapture effect might increase BOLD's effective conversion rate from, for
4 example, approximately 15% to 25% (when customers encounter BOLD brands multiple times
5 across positions 1, 2, and 3). With 25% conversion across 85 clicks, BOLD acquires approximately
6 21 customers rather than 13 customers.

7 132. At \$80 customer lifetime value, BOLD's 21 customers generate \$1,680 in revenue.
8 Against advertising costs of \$925, BOLD achieves profit of \$755 per 100 clicks on paid
9 advertisements—an 82% profit margin.

10 133. Now consider a competitor like Rocket Resume in the same hypothetical that abides
11 by the rules and Google's policies. Ultimately, Rocket Resume is left with a strategy that is
12 economically irrational and unsustainable. Here is why.

13 134. To compete for position 1, Rocket Resume must bid at least \$15 per click to match
14 or exceed BOLD's bid. At \$15 per click for position 1, Rocket Resume pays \$675 for the 45 clicks
15 that position generates (per 100 total clicks on paid advertisements). This means Rocket Resume
16 faces a significantly higher CAC as it cannot spread its costs across multiple advertising slots.

17 135. As mentioned above, BOLD's average cost-per-click of \$10.88 represents a roughly
18 30% discount compared to the \$15 per click that Rocket Resume must pay to compete for position
19 1. This cost differential is not the result of superior operational efficiency, better negotiated rates,
20 or volume discounts—it results entirely from BOLD's deceptive multi-brand bidding scheme.

21 136. In addition, Rocket Resume lacks BOLD's customer do-over advantage. A customer
22 who clicks Rocket Resume's advertisement but does not purchase is lost to Rocket Resume.
23 Subsequent searches by that customer present BOLD brands, providing BOLD with second and
24 third conversion opportunities while Rocket Resume's conversion rate remains fixed at the lower
25 hypothetical 15%.

26 137. With a 15% conversion rate typical for single-brand advertising, Rocket Resume
27 acquires approximately 7 customers out of the 45 clicks. At \$80 customer lifetime value, Rocket
28 Resume's 7 customers generate \$560 in revenue. But Rocket Resume needs to pay a CAC of \$100

1 to get that customer, and incurring losses to obtain customers is economically irrational and
2 unsustainable. To compete effectively for market share, Rocket Resume would need to participate
3 in hundreds of thousands to millions of clicks annually. The losses add up quickly.

4 138. Rocket Resume cannot solve this problem by competing for lower-cost positions
5 either. While Rocket Resume might achieve marginal profitability by winning lower-cost position
6 bids, Rocket Resume could not achieve a viable operating scale that could cover its fixed costs. In
7 addition, customers that click on lower-position slots are typically repeat customers who have been
8 deceived by BOLD's business strategies in the past—that means they are less likely to become
9 valuable, recurring customers for whichever brand wins the fourth or fifth sponsored advertising
10 slot.

11 139. BOLD may rationalize to itself that this strategy is just good business—a clever way
12 to exploit multiple branding. Nothing could be further from the truth. Some industries do feature
13 single entities with distinct brands. For example, General Mills holds the brands Cocoa Puffs,
14 Cinnamon Toast Crunch, and Reese's Puffs. But General Mills differs from BOLD's deception in
15 several ways. First, General Mills does not pretend that it is actually multiple competitors. The
16 General Mills logo is prominently displayed on all of its brands. Moreover, while General Mills
17 may sell these brands at the same grocery store, it does so in competition with many other entities
18 (such as Kellogg's, Post, and store generic brands). And unlike the Relevant Market, where there
19 is one primary distribution channel—Google search—there is robust competition in cereal
20 distribution, with a variety of in-person and online retailers. If the Market and BOLD were properly
21 analogized to the breakfast cereal market, there would only be one grocery store, and General Mills
22 would lock up 95% of the shelf space while hiding its branding and pretending all its "brands" were
23 independent competitors. Such a strategy would be obviously and blatantly anticompetitive.

24 140. At bottom, BOLD's bidding scheme raises Rocket Resume's costs above sustainable
25 levels while keeping BOLD's own costs below sustainable thresholds. This is the essence of a
26 predatory strategy.

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1 **3. De Facto Exclusive Dealing Through Foreclosure of the Critical**
2 **Distribution Channel**

3 141. As described above, unlike other industries where companies can reach customers
4 through multiple channels such as retail partnerships, direct sales forces, social media advertising,
5 or word-of-mouth referrals, the Market depends almost entirely on search-based customer
6 acquisition through Google. There is no meaningful alternative path to reach customers at scale
7 other than Google search.

8 142. BOLD's coordinated multi-brand and multi-pronged strategy is an example of de
9 facto exclusive dealing with this critical distribution channel. It has no formal exclusive dealing
10 contract with Google; to the contrary, BOLD has taken de facto control of the Google distribution
11 channel. Indeed, BOLD's conduct violates numerous contracts with Google including Google's
12 Terms of Service and advertising policies. By deploying numerous sham entities to simultaneously
13 bid on and occupy the top sponsored advertising positions on Google search, BOLD has effectively
14 reserved for itself the only viable means of reaching customers in the Market. The result is that
15 competitors like Rocket Resume are foreclosed from meaningful access to the distribution channel
16 upon which their survival depends, just as if BOLD had entered into a formal exclusive dealing
17 contract with Google.

18 143. The degree of foreclosure is significant. As mentioned above, BOLD captures
19 approximately 2.5 of the top advertising slots per search in the critical Google search results when
20 a user runs typical keyword searches for online resume-builders. BOLD controls the very top
21 sponsored position the vast majority of the time. In practical terms, when a jobseeker searches
22 Google for an online resume-builder, virtually every sponsored result the jobseeker sees belongs to
23 BOLD, even though those results appear to be independent brands. Competitors like Rocket
24 Resume are relegated to lower positions, if they appear at all, where click-through rates are a fraction
25 of the top slots and customer acquisition is economically unsustainable.

26 144. This foreclosure is systematic, persistent, and structural. BOLD's sham entity
27 network allows it to strangle the critical distribution channel on an ongoing basis—day after day,
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1 search query after search query. BOLD's de facto exclusive dealing is self-reinforcing and
2 indefinite. The foreclosure is thus durable and effectively permanent.

3 145. Moreover, BOLD's foreclosure of Google search has downstream effects that
4 compound the exclusionary harm. Success in paid search advertising generates data and insights
5 that are essential to developing effective organic search strategies. Competitors who are shut out of
6 the paid advertising channel are simultaneously denied the opportunity to develop the long-term
7 market knowledge gained by Ads results to functionally compete in organic search results. BOLD's
8 dominance in paid search thus translates into dominance in organic search as well, creating a
9 feedback loop that further entrenches BOLD's control over the distribution channel and further
10 forecloses competitors.

11 146. The anticompetitive effects of BOLD's de facto exclusive dealing are severe. Rocket
12 Resume and other independent competitors cannot sustainably acquire customers through the only
13 viable distribution channel. New entrants face an effectively impenetrable barrier: even if they
14 develop a superior product, they cannot reach customers because BOLD has monopolized the means
15 of discovery. The result is a Market that BOLD monopolizes not because BOLD offers a better
16 product at a better price, but because BOLD has seized control of the gateway through which all
17 customers must pass.

18 4. BOLD Abuses Litigation As a Weapon to Expand Its Complex Web of 19 Sham Entities

20 147. As a final and lethal facet of the overarching course of conduct, BOLD has
21 systematically deployed copyright infringement litigation against emerging competitors in the
22 Market for over a decade, using meritless or weak legal claims to drain competitors' financial
23 resources and then pressure them either to become a cog in the BOLD machine or exit the market
24 altogether.

25 148. BOLD launched its first public lawsuit, *LiveCareer Ltd. v. Mint Media, Inc.*, 3:14-
26 cv-3420 (N.D. Cal.), on July 28, 2014. BOLD's LiveCareer lawsuit alleged barebones copyright
27 infringement and Lanham Act claims against Mint Media's website www.resume-direct.com
28 ("Resume Direct").

1 149. BOLD launched its second lawsuit, *LiveCareer Ltd. v. Resume Companion LLC and*
2 *Su Jia Technologies Ltd, dba ResumeGenius.co*, 3:14-cv-03336-DMR (N.D. Cal.), on July 30, 2014.
3 LiveCareer again alleged similarly barebones copyright infringement and Lanham Act claims
4 against Su Jia Technologies Ltd’s www.resumegenius.com (“Resume Genius”) and
5 www.resumecompanion.com (“Resume Companion”).

6 150. BOLD did not bring its claims in good faith. The claims were threadbare at best,
7 spanning just around one page for each of the lawsuits. BOLD brought these claims not to assert
8 legitimate legal rights, but rather to eliminate Resume Direct, Resume Genius, and Resume
9 Companion as competitors. As described above, those entities that are not litigated directly out of
10 the market are subsumed into BOLD’s intricate web of sham entities.

11 151. Defendants’ litigation strategy is a pillar in its overarching scheme to maintain
12 BOLD’s monopoly power. When a competitor gains any market traction despite BOLD’s other
13 anticompetitive conduct, BOLD initiates copyright litigation with anticompetitive intent to divert
14 that competitor’s resources from customer acquisition to legal defense.

15 152. The litigation targets are selected based on competitive threat rather than legitimate
16 infringement. BOLD waits until a competitor achieves sufficient market presence to threaten
17 BOLD’s monopoly, then files an abusive and predatory copyright lawsuit.

18 153. As mentioned above, BOLD kicked off this litigation strategy by 2014 at the latest,
19 when it sued Resume Companion and Resume Direct. Both lawsuits involved the same LiveCareer
20 websites, the same alleged copyrighted materials, and the same legal theories pursued against
21 different resume-building competitors.

22 154. The simultaneous filing of two substantially identical lawsuits against separate
23 competitors demonstrates a coordinated litigation campaign rather than legitimate enforcement of
24 intellectual property rights against particularized violations. The lawsuits also relied upon thin
25 pleadings, often containing just over a single page of substantive allegations.

26 155. The Resume Companion litigation dragged on until late 2015, imposing substantial
27 litigation costs on those defendants over an extended period. Resume Companion and Su Jia
28 Technologies ultimately settled out of court with LiveCareer, with settlement terms undisclosed.

1 Following the settlement, Resume Companion and Resume Genius began operating under a sham
2 entity called Sonaga Tech. As explained above, despite its different name, Sonaga Tech is owned
3 and/or operated by Defendants.

4 156. The Mint Media litigation similarly resulted in settlement on terms undisclosed to
5 the public. Mint Media has since ceased operations. BOLD successfully destroyed its Resume-
6 Building Platform, www.resume-direct.com, as an independent competitor in the market.

7 157. BOLD's early suits against Resume Companion and Resume Direct sent a message
8 to actual and potential rivals—either help build out BOLD's secretive and sprawling web of sham
9 entities or face destruction. Given the precedents set by the early suits and the outside threat of
10 excessive litigation costs, other companies folded immediately upon receiving threatening
11 communications from BOLD.

12 158. For example, in January 2019, BOLD added Zety (formerly Interview.me) to its
13 complex web of sham entities. Zety was a relatively popular independent rival in the Market and
14 had achieved significant market share. But Zety, intimidated by BOLD's bullying tactics, sold out
15 into the scheme and is now another zombie entity operating on behalf of Defendants. BOLD
16 similarly absorbed FlexJobs into its scheme in January 2023-2024. FlexJobs operated the largest
17 job search site for remote work and represented an adjacent competitive threat to BOLD's career
18 services monopoly. While FlexJobs is not an Online Resume-Building Platform, it now directs
19 customers seeking such services to www.myperfectresume.com, which is one of the many resume-
20 building brands in BOLD's portfolio.

21 159. BOLD next subsumed ResumeBuilder.com in 2024. ResumeBuilder.com had
22 achieved market presence sufficient to appear in industry analyses and customer rankings of
23 Resume-Building Platforms. It is now a zombie entity working on behalf of Defendants. BOLD
24 also co-opted Sonara.ai in 2024. BOLD subsequently shut down Sonara's operations briefly in
25 February 2024 before merging its technology into BOLD's web of sham entities.

26 160. BOLD next absorbed CareerBuilder and Monster in July-August 2025 for \$28.4
27 million following their Chapter 11 bankruptcy filing. This gave BOLD control over two of the most
28 iconic brands in online recruitment, further shoring up BOLD's dominance. Yet in accordance with

1 its typical duplicitous behavior, BOLD deceives visitors to these websites by neglecting to disclose
2 their affiliations with BOLD. Instead, BOLD lists both of these websites as belonging to “MCB
3 Bermuda Ltd.”

4 161. The consistent pattern is absorption of competitors followed by either converting the
5 competitor into a sham zombie entity (Zety, Resume Builder, Resume Genius) or outright shutdown
6 (Resume Direct).

7 162. BOLD’s anticompetitive litigation strategy continues through the present. BOLD
8 continues to monitor competitors for potential litigation targets and maintains capacity to initiate
9 litigation against emerging threats to its monopoly position. BOLD’s litigation strategy remains an
10 active component of Defendants’ anticompetitive conspiracy.

11 **5. BOLD Attempts to Neutralize Rocket Resume**

12 163. BOLD has used the same tactics against Rocket Resume. On February 18, 2022,
13 BOLD Limited filed a complaint against Rocket Resume, Inc. and Stephen Zimmerman in the
14 United States District Court for the Northern District of California, Case No. 5:22-cv-01045-BLF-
15 SVK, alleging copyright infringement, breach of contract, and violations of California Business &
16 Professions Code § 17200.

17 164. BOLD’s complaint alleged that Rocket Resume infringed BOLD’s copyrights in its
18 “Text Tuner Content” (TTC) database, which BOLD described as containing “original job
19 descriptions” registered with the U.S. Copyright Office. These claims were almost identical to those
20 brought in the earlier two cases against Resume Companion and Resume Direct.

21 165. BOLD sought extraordinary relief including injunctive relief, compensatory
22 damages, punitive damages, exemplary damages, and statutory damages of up to \$150,000 per
23 copyrighted work infringed, as well as attorney’s fees and costs. BOLD alleged Rocket Resume
24 infringed the copyright of 750,000 works and sought over \$112 billion in damages.

25 166. BOLD’s copyright claims alleged that Rocket Resume’s resume-builder provided
26 job descriptions that included certain common phrases of five words or less, including “hard
27 worker,” “good communication,” “Microsoft Office,” “Google Ads,” and other brands, products
28 and industry-standard terminology. These phrases, however, lack the originality required for

1 copyright protection. Short phrases, common expressions, and industry-standard terminology are
2 not copyrightable under established copyright law. BOLD's assertion of copyright protection over
3 such phrases demonstrates the weakness of its claims. Apparently to address these deficiencies,
4 BOLD revised its copyright registration near the end of 2023 while its case was pending against
5 Rocket Resume.

6 167. With Williams driving the litigation, BOLD filed its lawsuit against Rocket Resume
7 in February 2022, just as Rocket Resume was approaching \$10 million in annual revenue and
8 demonstrating strong growth trajectory. BOLD intentionally filed the lawsuit precisely when
9 Rocket Resume's growth threatened to establish it as a significant competitive constraint on
10 BOLD's monopoly power.

11 168. After BOLD's overtures of an acquisition or settlement to Rocket Resume ultimately
12 proved unsuccessful, BOLD pressed on with its litigation. BOLD's lawsuit forced Rocket Resume
13 to divert substantial financial resources from marketing, product development, and growth
14 initiatives to legal defense. Litigation defense costs for copyright cases of this nature typically range
15 from hundreds of thousands to millions of dollars through trial. And while BOLD's legal claims
16 were weak on the merits, even the remote possibility of a \$112 billion judgment against Rocket
17 Resume's founder, Stephen Zimmerman, mandated that Rocket Resume defend itself at all costs.

18 169. In 2023, Rocket Resume was forced to sharply reduce headcount and marketing
19 spending in order to fund its legal defense. The company suspended all marketing for several
20 months and, as of 2026, has not yet returned to its 2023 marketing levels. Resources that would
21 have been invested in Google Ads and customer acquisition were instead redirected to attorney fees,
22 expert witnesses, and litigation expenses. During this period, Rocket Resume struggled to meet its
23 financial obligations and even considered bankruptcy.

24 170. The immediate competitive harm was severe and measurable. Rocket Resume's
25 revenue declined significantly in 2024—a 53% collapse directly attributable to reduced marketing
26 spending necessitated by BOLD's litigation. Rocket Resume would never have survived had it not
27 been for its ability to build without salaried employees. Rocket Resume survived because its
28

1 founder was an experienced web developer with some savings who was willing to work without
2 pay—a quality and opportunity that most competitors to BOLD lack.

3 171. BOLD’s litigation thus achieved its anticompetitive objective even before any
4 ultimate merits determination. The mere pendency of the lawsuit, with its attendant costs and
5 resource diversion, substantially harmed Rocket Resume’s competitive position.

6 172. On May 24, 2024, the district court issued an order granting partial summary
7 judgment in favor of Rocket Resume on key issues in BOLD’s copyright infringement case. The
8 court’s order was initially filed under seal and publicly released in redacted form on June 5, 2024.

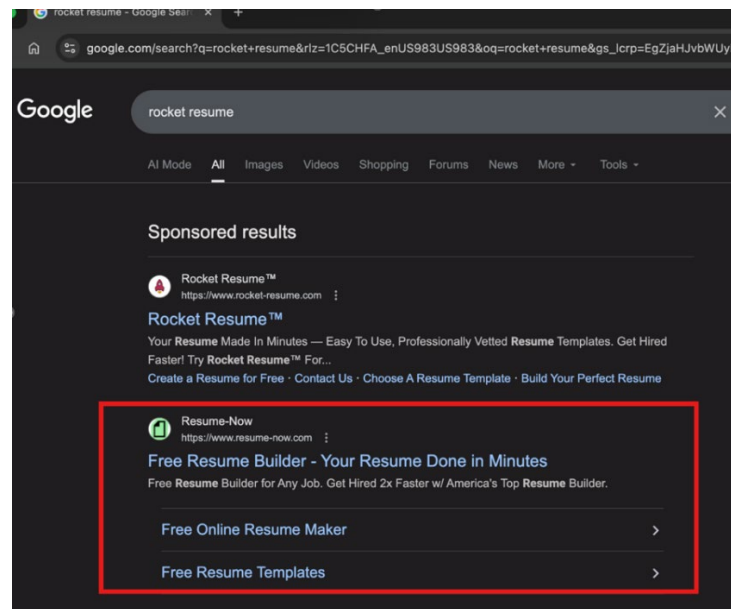
9 173. The Court found that BOLD “*failed to supply direct evidence* that Rocket Resume
10 copied its MyPerfectResume website” and “*didn’t provide sufficient evidence* showing the two
11 websites had databases with f, that would indicate copying.”

12 174. The Court’s summary judgment order defeated BOLD’s compilation infringement
13 theory—BOLD’s lead infringement theory. The court also rejected BOLD’s claim for statutory
14 damages, eliminating BOLD’s ability to recover the \$150,000-per-work damages it had sought, as
15 well as BOLD’s claim for attorney’s fees.

16 175. Following Rocket Resume’s summary judgment victory, the Court ordered the
17 parties to mediation, while admonishing BOLD for the weakness of its claims. BOLD’s significant
18 loss at summary judgment confirmed BOLD’s copyright claims lacked factual and legal merit and
19 were instead designed to support BOLD’s monopolization.

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1 176. Yet BOLD’s anticompetitive litigation tactics against Rocket Resume have not
2 ceased. On March 25, 2026, BOLD threatened Rocket Resume with legal action again—this time,
3 for bidding on ads with brand names involving BOLD entities—all without even disclosing the
4 names of those entities that are supposedly forbidden to bid upon. As BOLD knows, bidding upon
5 competitor brand names is industry-standard practice that is greenlit by regulatory agencies, judicial
6 courts, and BOLD itself—BOLD regularly engages in this practice itself. The screenshot below
7 shows Resume-Now, a BOLD brand, appearing in Google Ads results for the search term “rocket
8 resume.” BOLD’s demand is particularly egregious because BOLD engages in competitive
9 keyword bidding across all of its sham entities through its “double-serving” tactics, yet takes issue
10 with Rocket Resume—a single, legitimate competitor—doing the same. BOLD’s attempt to
11 prohibit Rocket Resume from engaging in the very same advertising practices that BOLD routinely
12 employs through its dozens of sham entities stems not from legitimate infringement concern, but is
13 rather the latest phase of an ongoing campaign to anticompetitively drive Rocket Resume out of the
14 Market.



25 177. BOLD’s litigation campaign constitutes additional anticompetitive exclusionary
26 conduct that is causally connected to its anticompetitive auction manipulation. In a but-for world
27 free of BOLD’s conduct, Rocket Resume would have fair access to top search positions and would
28 have been stronger, captured more market share, and made more money. But BOLD’s litigation

1 campaign, brought with anticompetitive intent, constitutes the “backstop” for BOLD if a competitor
2 manages to nonetheless rise up through the ranks and create a serious competitive threat to BOLD’s
3 monopoly position. That is because when a competitor like Rocket Resume is at risk of achieving
4 market traction through superior product quality *despite* BOLD’s auction manipulation, BOLD uses
5 litigation, or the specter of litigation, to drain that competitor’s resources and prevent further growth.

6 **D. BOLD HAS CAUSED ANTITRUST INJURY**

7 **1. BOLD’s Anticompetitive Behavior Has Harmed Customers, Google, and**
8 **Competitors**

9 178. BOLD’s coordinated anticompetitive conduct has caused antitrust injuries to
10 customers, to Google, and to competitors, including Rocket Resume.

11 179. Customers (jobseekers) are harmed by BOLD’s deceptive multi-brand strategy,
12 which creates an illusion of competitive choice while denying them alternative options. Jobseekers
13 looking for online resume-builders believe they are comparing independent options; in reality, they
14 face BOLD, BOLD or BOLD. This deception, as well as systematic elimination of rivals, is
15 precisely the type of anticompetitive conduct that antitrust law seeks to prevent.

16 180. Jobseekers are also stuck with BOLD’s low-quality and deceiving offerings. As
17 detailed above, first, the websites entice customers with “free” resume-builders. After spending
18 significant time and energy on building their resume, customers have to pay a nominal subscription
19 fee to download the final formatted resume. The BOLD entities then charge customers a recurring
20 charge of 10-20x this fee every four weeks. BOLD intentionally makes cancellation difficult.

21 181. As one online user states, “I needed a resume on the fly but to use [My Perfect
22 Resume] they have a 2-dollar fee for a couple days that renews close to 23.00 usd. The problem is
23 they make it really hard to cancel and are almost fraudulent with it. Gonna take it up with my credit
24 card company if they don’t refund me.”¹⁷

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26
27 ¹⁷ [https://www.reddit.com/r/LifeProTips/comments/vrimuz/
28 lpt_dont_use_my_perfect_resume/?rdt=62326.](https://www.reddit.com/r/LifeProTips/comments/vrimuz/lpt_dont_use_my_perfect_resume/?rdt=62326)

1 182. This tracks with other complaints, which describe customers paying \$1.85 to \$2.95
2 for a “14-day trial” only to be charged \$19.99 to \$23.95 every four weeks thereafter, often without
3 adequate notice or clear disclosure at the point of purchase. These deceptive practices generate
4 revenue from customers who believed they were making one-time purchases, not entering into
5 recurring subscription agreements. The pattern spans BOLD’s entire brand portfolio, indicative of
6 a centralized policy rather than isolated incidents.

7 183. Additionally, customers have been harmed by the lack of meaningful innovation and
8 competition, thanks to BOLD’s anticompetitive practices. Instead of innovating, BOLD focuses its
9 resources on driving competitors out of the market and creating sham entities to manipulate
10 customers and critical distribution channels.

11 184. Google has also been victimized by BOLD’s conduct. Google’s advertising
12 platform, which operates on customer trust, is designed to function as a competitive marketplace—
13 one in which multiple advertisers bid for placement, driving up ad prices and generating revenue
14 for Google. BOLD’s manipulation of that marketplace by deploying ostensibly independent brands
15 that are in fact a single entity undermines Google’s competitive Ads space. Rather than genuine
16 competition among distinct advertisers, Google’s auction is populated by BOLD bidding against
17 itself, artificially suppressing the cost-per-click prices that real competition would produce.

18 185. Google not only receives less advertising revenue than it would in a properly
19 functioning market, but also faces potential distrust from users of its search platform. Meanwhile,
20 BOLD captures the benefits of what appears to be a competitive auction while manipulating it to
21 eliminate competition, obtain favorable pricing for sponsored ads, and bolster the efficacy of its
22 organic search. This is a violation of both Google’s policies and the terms and conditions that BOLD
23 agreed to with Google.

24 186. BOLD’s coordinated anticompetitive conduct—including deception that forecloses
25 the critical distribution channel to competitors—has also created substantial harm to competition in
26 the Market for Online Resume-Building Platforms. BOLD’s conduct has obstructed competitors
27 from using the critical distribution channel that is Google search, and deceiving everyone
28 involved—Google, competitors, and customers alike—about their true operations.

1 187. In summary, BOLD's exclusionary scheme ties many actions into a unified,
2 overarching, anticompetitive course of conduct. At the heart of BOLD's scheme is a complex,
3 sprawling web of sham entities. BOLD uses these fake entities to rig auctions, engages in price-
4 fixing, deploys predatory over-bidding strategies that independent rivals cannot meet, and
5 weaponizes litigation to further its anticompetitive ends. Defendants' conduct must be evaluated as
6 a unified scheme rather than as isolated acts.

7 188. BOLD's scheme has culminated in this result: transforming the Market for Online
8 Resume-Building Platforms into a monopolized one where BOLD extracts millions of dollars in
9 monopoly profits while jobseekers, search engines, and competitors cannot compete.

10 189. Throughout BOLD's lifespan, multiple companies including Rocket Resume have
11 developed innovative technological solutions that could have created a competitive ecosystem with
12 customer choice and price and innovation rivalry. Yet instead of competing on the merits of their
13 products, Defendants have utilized their anticompetitive scheme to ensure that BOLD captures a
14 dominant market share regardless of product quality, feature innovation, or customer preference.
15 This is classic monopolization, where a company's success comes from exclusionary conduct that
16 harms competition and rivals rather than its superior performance or lawful marketing strategy.

17 190. To this day, BOLD's exclusionary conduct has prevented the development of a
18 competitive Market for online resume-builders. Defendants' scheme has been so effective that no
19 significant competitor to BOLD's entities has been able to establish a sustainable market presence,
20 despite growing demand for Online Resume-Building Platforms.

21 191. Rocket Resume is one of those competitors, and Rocket Resume is a direct victim of
22 BOLD's anticompetitive scheme. For that reason, Rocket Resume is entitled to damages from
23 BOLD as a result of the harms described herein, alongside appropriate injunctive relief. But for
24 BOLD's anticompetitive conduct, Rocket Resume would have been able to scale its business.
25 Instead, Rocket Resume lost out on material business and opportunities to scale, which has led to
26 monetary loss in the hundreds of millions of dollars.

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1 **2. Interstate Trade and Commerce**

2 192. Rocket Resume re-alleges and incorporates by reference herein all the allegations
3 contained above.

4 193. BOLD’s conduct has taken place in and affected the continuous flow of interstate
5 trade and commerce of the United States, in that, *inter alia*: (a) BOLD entities have generated and
6 disseminated thousands of resumes that have been used by American jobseekers to apply to jobs in
7 the United States; (b) BOLD has used the instrumentalities of interstate commerce to advertise
8 throughout the United States; (c) In furtherance of the anticompetitive scheme alleged herein, BOLD
9 employees have traveled between states and have exchanged communications through interstate
10 wire communications and via United States mail; and (d) the anticompetitive scheme alleged herein
11 has affected millions of dollars of commerce in the United States.

12 **CAUSES OF ACTION**

13 **COUNT I**

14 **Sherman Act Section 2 – Monopolization (15 U.S.C. § 2)**

15 194. The foregoing paragraphs are incorporated by reference as though fully set forth
16 herein.

17 195. BOLD has willfully acquired and maintained monopoly power in the national Market
18 for Online Resume-Building Platforms.

19 196. BOLD possesses monopoly power in the Market for Online Resume-Building
20 Platforms. BOLD has the power to control prices or exclude competition in the Market for Online
21 Resume-Building Platforms.

22 197. BOLD has a dominant market share in the Market for Online Resume-Building
23 Platforms, and there are substantial barriers to new entry.

24 198. BOLD has acquired, and now maintains, monopoly power in the Market for Online
25 Resume-Building Platforms through the conduct described above including, but not limited to, de
26 facto exclusive dealing, predatory overbidding, and a sham litigation campaign.

27 199. BOLD’s conduct has had a substantial effect on interstate commerce.

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1 competitor — holds a market share in the single digits and has seen its revenue decline by 53% as
2 a direct result of BOLD’s anticompetitive conduct. No other significant independent competitor
3 remains. BOLD continues to acquire emerging rivals and to foreclose the only viable distribution
4 channel in the Market. Absent judicial intervention, BOLD’s monopolization of the Market is not
5 merely probable—it is imminent.

6 205. BOLD’s conduct has had a substantial effect on interstate commerce.

7 206. Defendants Jackson, Freundlich, and Williams are personally liable for BOLD’s
8 attempted monopolization of the Market. Defendants Jackson, Freundlich, and Williams personally
9 conceived, directed, and executed the anticompetitive scheme described herein. Their specific intent
10 to monopolize is evidenced by their direct and continuous involvement in constructing BOLD’s
11 network of sham entities, orchestrating coordinated bidding across those entities, and personally
12 overseeing the litigation campaign designed to neutralize or absorb every significant competitor in
13 the Market.

14 **COUNT III**

15 **Sherman Act Section 1 – Conspiracy to Restrain Trade**

16 207. The foregoing paragraphs are incorporated by reference as though fully set forth
17 herein.

18 208. Defendants and the various sham entities described herein, including at least Sonaga
19 Tech, NOW Limited, BOLD LLC, and BOLD Limited, have engaged in a combination and
20 conspiracy in restraint of trade in violation of §1 of the Sherman Act, 15 U.S.C. §1, *et seq.*

21 209. These conspirators have created a complex web of sham entities around the globe
22 that have conspired to create the illusion of competition for customers, industry observers, and
23 regulators worldwide.

24 210. This scheme allows Defendants to dominate and foreclose critical marketing
25 channels from rivals, including by engaging in auction manipulation, bid-rigging, and price-fixing
26 in channels dependent upon paid advertising, including Google search.

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1 218. Absent injunctive relief, Rocket Resume will continue to suffer loss of money or
2 property and an economic injury in fact, specifically being unable to lawfully compete in the
3 relevant Market, and thus has standing to seek relief under section 17200.

4 219. BOLD's actions establish a claim of unlawful competition on multiple grounds.
5 BOLD's anticompetitive and tortious conduct gives rise to a claim under the "unlawful" business
6 practices prong of the UCL.

7 220. Similarly, BOLD's anticompetitive conduct gives rise to a claim under the "unfair"
8 business practices prong of the UCL.

9 221. As a direct and proximate result of BOLD's conduct, Rocket Resume has suffered
10 and will continue to suffer damages.

11 222. By reason of the foregoing, BOLD has engaged in unfair competition, including
12 unlawful, unfair, deceptive and fraudulent business acts or practices, in violation of California
13 Business & Professions Code § 17200, *et seq.*

14 **PRAYER FOR RELIEF**

15 Wherefore, Plaintiff requests the following relief:

- 16 (a) Damages in an amount to be determined;
17 (b) Treble damages;
18 (c) Attorneys' fees;
19 (d) Costs;
20 (e) Pre-judgment and post-judgment interest at the maximum rate permitted
21 under the law;
22 (f) Punitive damages;
23 (g) Injunctive relief;
24 (h) Declaratory relief, including but not limited to a declaration and judgment
25 that BOLD's conduct alleged in the Complaint violates the laws alleged in
26 the Complaint; and
27 (j) Such other and further relief as the Court deems proper and just.
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DEMAND FOR JURY TRIAL

Pursuant to Rule 38(a) of the Federal Rules of Civil Procedure, Plaintiff demands a jury trial as to all issues triable by a jury.

DATED: April 2, 2026

QUINN EMANUEL URQUHART &
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By /s/ Sam S. Stake

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