

Graham Schreiber.

5303 Spruce Ave, Burlington, Ontario, Canada. L7L-1N4.
1.905.637.9554.

United States Federal Court, Eastern District of Virginia.
Att: Glenda Walker.
Albert V. Bryan U.S. Courthouse
401 Courthouse Square
Alexandria, VA.
22314.

November 19th, 2012.

Civil Action No # 1:12-CV-00852.

OPPOSITION BRIEF
to Defendants
Motion to Dismiss



Dear Glenda: (Summary letter - only.)

Further to the latest Court Order, and the advise furnished "in an abundance of caution".

Enclosed please find my concluding rebuttals from our Hearing, with also, the rebuttal to CentralNic & Network Solutions, which were sent earlier, although missed filing, as they were sent incorrectly styled and it was deemed a letter, rather than a formal 'rebuttal'.

I sincerely appreciate the lenience granted, as the Hearing did proceed!

I've also sent a copy of email communication to Mr. Barger, which was dated on October 17th, the evening prior to my early departure & drive to meet, as it was missing from his submission of communications, sent after our Hearing.

I didn't submit it to you on the 19th, because, Mr. Barger identified that I had a sound point, regarding his knowledge, simply by heeding my advise bluntly given, in an earlier email and attended.

Further to this, please find my older documents to eNom, prior to the ... very late ... introduction of Mr. Barger, exercising his "right" to feign advance knowledge, from, or by his client.

The file listed as "eNOM / Demand Media. - Original communications, showing "knowing" of impending Law Suit." illustrates my communications with the Defendant, which were sent, however I understand deleted, if transmitted by email.

I'm sorry if I've sent to much; however, I've paid heed to the "abundance of caution" statement!

Should I have made a mistake, by being to congenial in my offer to skip another Hearing with eNom, having thought everything to be sound, please know that if it's the Courts desire ... I will attend, both the 30th of November and another for Trial, on or shortly after the 18th of December.

This is a substantive issue, far beyond "a fly in my soup" and I'm keen to see it through; and am rather anxious that it may get terminated for some benign error, of mine. As such, please let me know what else needs to be done.

Naturally, the advise anticipated is "Clerical" to ensure smooth flow.

I appreciate Your help; and that of Ms. Hall and others.

Cheers,

Graham Schreiber.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION



GRAHAM SCHREIBER,
Plaintiff,

CASE NO. 1:12-cv-00852.

v.

LORRAINE LESLEY DUNABIN; CENTRALNIC LTD.;
NETWORK SOLUTIONS LLC; VERISIGN INC.;
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS;
AND ENOM, INC.,

Defendants.

**“Relief” - Explanation for absence of a well defined relief sought.
Relief Benchmark.**

RELIEF is Explained.

I'm bringing a unique set of **“woven”** circumstance to the attention of the United States Federal Courts, which have substantively & adversely affected not just myself alone, but sadly a vast number additional Brand / Mark, under the .com / Trademark and Copy Write owners.

The Courts having had an opportunity to hear my presentation, are now best suited to consider 'relief' on an overall basis, especially because I've gone so far as to identify **The World Intellectual Property Organization**, known as **“WIPO”** who by their own statement { <http://www.wipo.int/about-wipo/en/> } tell the World ...

“The World Intellectual Property Organization (WIPO) is the is the United Nations agency dedicated to the use of intellectual property (patents, copyright, trademarks, designs, etc.) as a means of stimulating innovation and creativity.”

This **United Nations Agency** has clearly been implicated in activities unbecoming; and well outside their “Venue” and “Jurisdiction”.

Having aided a “Domain Name Holder’s ” ability to “Ransom” genuine holders of the “.com” Mark in Commerce, as governed under Virginia, USA Law, is unacceptable.

WIPO worked in unison with CentralNic, fabricating a system that pretends to have the CentralNic's portfolio of Domain Names MASQUERADING as genuine ccTLD Country Codes, as sanctioned by the ccNSO, of ICANN is far beyond my Pro Se ability to punish.

The United States Government MUST retain full control of the Internet, and tell the UN where they may & may not act, on behalf of the United States.

I've been clear since the beginning! The 'relief' sought should be on a grander scale, as though I was presenting a Class Action Suite and substantive relief should be directed to 'my' Rotary Club and in varying ways to other Rotary Clubs around the World, as I choose.

Since I feel required to state a position of relief, as a monetary figure, I'll do just that, with a clear explanation of my assessment.

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FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

RELEIF BENCHMARK:

eNom / Demand Media have a \$500,000 Insurance retainer on file with ICANN.

It should also be noted that that on the webpage for - ICANN-Accredited Registrars: <http://www.icann.org/registrars-reports/accredited-list.html> the word & company of eNom, with various numbered sections, features with a staggering ninety nine (99) renditions, which are all shown, on the link given.

At \$500,000 x 99 = \$49,500,000 on Insurance retainer, in total. Therefore, I think it would be fair to calculate eNom / Demand Media's fine at \$5,000,000 USD.

The sum of \$5,000,000 would be equal to ten (10) times the \$500,000 Insurance retainer, of but one (1) eNom, as listed.

ICANN should perhaps be charged as multiplied by ten (10) from the eNom / Demand Media appraisal of \$5,000,000 which would equal a relief sum of \$50,000,000 USD.

From these justified mathematical positions, the Court can appraise the 'relief' value for CentralNic, Network Solutions (*as the individual enterprises they were then and are today.*) VeriSign as mathematically appropriate.

CentralNic must be subject to the rules of ICANN; and have all of their artificial Country Code - Domain Names revoked. Those domain names, must be placed by ICANN, in permanent exile.

Lorraine Dunabin who is currently obstructing my return, to my primary overseas market, with her Trademark, again secured based on a fraudulent domain name, is preventing me from achieving \$50,000,000 USD as a life goal.

The Court will order Lorraine to release, both the UK Trademark and the UK Domain Name, bearing my businesses name, of Landcruise.

I've been shut out of the UK for two years, by the conclusion of this process, including missing the ultimate brand building opportunity, of touring a "Landcruise" Branded RV or RV's around London, during the Summer Olympics of 2012.

For that identified time span; and lose of an Olympic opportunity, I'd suspect that a 'fair' punishment for her, as would be levied by a United Kingdom Court, would be 500,000 POUNDS STERLING, or as at today a United States currency equivalent of \$793,216.96 USD at 1.5864.

This SHOULD NOT be beyond the reach of the United States Court, as the subject matter she used, being the ".com" was / is governed by the United States Government and her contracts from eNom & CentralNic both mentioned the United States, along with "weaving" in the word ICANN.

On this relief fee from Lorraine, I shall not waiver!

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION



CASE NO. 1:12-cv-00852.

GRAHAM SCHREIBER,
Plaintiff,

v.

LORRAINE LESLEY DUNABIN; CENTRALNIC LTD.;
NETWORK SOLUTIONS LLC; VERISIGN INC.;
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS;
AND ENOM, INC.,

Defendants.

ADDRESSING ~ "ABUNDANCE OF CAUTION".

eNom / Demand Media & ICANN.

Abundance of Caution: To ensure that I'm not leaving anything un-addressed, I'm exercising caution ... 'in abundance' ... since being presented by this statement, in yesterdays document, wells up a considerable concern, as it's posed by a Federal Judge, cognizant that as a Pro Se, I may have left some issue under, or worse, not stated.

Observations stated here will address yet again in some cases, eNom / Demand Media's written positions, in the absence of our Hearing. In my original document presented to the Court, I specifically chose the word "**weave**" because each of these companies "**weave**" threads of truth, with treads of fiction.

eNOM / Demand Media. On the 19th of October they filed their papers to the Court, and David enclosed (most of) my communications with them.

The topic of Jurisdiction was addressed and I established conclusively, that Jurisdiction is Virginia based on the ".com" Registry location, plus Network Solutions location as registry, for both CentralNic as a DOMAIN NAME HOLDER and myself, as a Domain Name Holder, both subject to the rules issued.

Finally, jurisdiction was resolved as it relates to ICANN, being accountable to the municipality under the NTIA Contract. eNom, are liable under the ICANN contract, anywhere in the United States and bound by the Laws of the Department of Commerce, of which they transgressed.

eNom, when selling the 3rd Level Subdomains were breaching the law and representing themselves as an ICANN agent, while ... KNOWINGLY ... selling an artificial / fraudulent product, as an ICANN product.

As a testament to this, I again submit an article written by Jamie Doward, called "Don't be dotconned" published by the Guardian Newspaper. Here listed as "Exhibit B".

I further proved that ICANN's rules, incorporating & including the responsibility of VeriSign & Network Solutions to participate in enforcing the rules & regulations for Domain Names, was willfully ignored.

I spoke to the Lockheed Martin V Network Solutions case addressing the presence of "Contributory Infringement" ... then and now, further stating that the critical distinction is "Knowing".

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"Knowing" is proven, by evidence submitted, as this is an engineered system, created to INDUCE "infringement" and when somebody is commercially induced to infringe, it becomes, "Contributory Infringement".

As stated in "Exhibit C" is the CentralNic "inducement" for consumers to "infringe" behind their ~ domain name ~ *If you've been wanting to register "whatever.com" and it hasn't been available, you might just be able to get "whatever.us.com" in its place. These unrestricted domain names are now widely available on a first come first serve basis.*

It's without question that eNom knew then, very clearly, the precious distinction's between "TLD's" and "Domain Names" and they where selling "infringement" naturally equaling "Contributory Infringement".

WIPO legitimized the fraud, to the next level, by profiting from the ... blurring ... of language and the positioning of marks, in TLDs. WIPO's scam was to aid CentralNic, eNom and the others, by pretending that a CentralNic domain name, was a TLD, or ccTLD.

Under the execution of this fraud, WIPO helped fleece bona fide Mark Holders, inside the ".com" by saying that an UK.com or EU.com was isolated from it's source. WIPO knew this; and eNom / Demand Media invested in the fraud, knowingly.

It can be summed up as: The Art of Magic, is to make a Trick appear as Truth, when it's a Trick.

David & I did address the issue of "Process of Service" which I addressed, in rather forthright emails / letters, of which I sent to the Court. This one is not listed, as sent by David, however, I believe it to be in the Courts file, sent by me.

From: Graham <graham@landcruise.com>
Subject: Re: Scanned image from MX-M753N
Date: 17 October, 2012 5:09:26 PM EDT
To: "<bargerdl@gtlaw.com>" <bargerdl@gtlaw.com>
Cc: "<MantellW@gtlaw.com>" <MantellW@gtlaw.com>, Graham Schreiber <graham_schreiber@landcruise.com>

Thanks!

I'll be presenting my rebuttal, as currently in your possession to the Court, on Friday, at 10am.

Proof of their advance knowledge, long prior, as prepared, when sent; and on / about their receipt date will prove ample fair play.

In continuance of this, I'd be inclined to guess that Lorraine may have contacted your client, as her infringing sales agent, in the United States, seeking some form of vendor information, regarding details specific to her purchase.

While she may not tell me, under oath, in an environment such as she's currently immersed, she'll let the Court know, when asked.

Beyond this, I'm sure that Your clients "contributory infringing" systems engineer, CentralNic, with Network Solutions and you have been chatting, via email or elsewhere / telephone, etc.

While I may not be able to demand you open your email history to the Court, due to client privilege / privacy etc, I'm sure the US Federal Court can extract the truth, showing alternative streams of information & knowing.

Which is an evidence gathering privilege they have, as you'd know too.

See you on Friday!

Cheers Graham. Cc to my main file.

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The above email may have been the ultimate catalyst to eNom's arrival, while they were plodding me along, with or without suitable grounds, **they had likely been contacted by Lorraine (an angry woman) demanding to know how after buying their service, she was now getting sued, in the United States Federal Court ?**

When reconfirming the Hearing for the 19th of October, I learned that the Clerks office didn't become duly informed, nor did my letters sent, get recorded, as they were composed as "Letters" with "CC" to the Court, with the headings listed below, being close to correct, but not accurate.

Therefore, I corrected my error(s) arriving early, I spoke with the Ladies in the Clerks office, who kindly set-me-straight, resolving the titling, which I concede may have been too late, for then, but perhaps they've now been considered and read, as corrected.

In Court, my 'adrenaline' was consumed with producing 'excellence' so I perhaps fumbled the connective 'of' part; and was a little fuzzy. My recollection was, that David accepted the way I made Service, as he was in attendance, embraced or endorsed the various motions (hoping I'd implode) and we moved forward, addressing before the Judge the issues at hand.

Since I was not offered the creation of a 2nd "alias" for eNom, as was graciously the case with VeriSign, I believed that eNom was / is companionable and that the Court is suitably informed, with both of our positions.

Certainly after the Court date, David and I had a good chat; and we're agreeable that we both stated our positions, both written and verbal presentation received as suitable, to all parties.

I'm further comforted, having read that his client, eNom know's of their impending doom; and is preparing to fly-in another Attorney, from the Los Angeles office, Pro Hac Vice, for our next meeting!

Definitive action such as this, illustrates that eNom, already know what the conclusion will be, on the 30th of November.

ICANN: As the United States Department of Commerce's appointed agency for the Internet, the people running ICANN, have been abundantly aware of these maneuvers, the "weave" of language used; and that WIPO have been manipulating the system.

The problem's & facts I've introduced into Court's evidence, are so far beyond the shadow's of the most lenient doubt, that I'm surprised nobody's had the presence of mind to stop it, in the past.

Using the "Red Flags" standard quoting from Wikipedia, these "activity would have been apparent to a reasonable person operating under the same or similar circumstances." and yet, for some reason the reasonable people passed by.

Sadly, the words of Sir Winston Churchill ring true:

"Once in a while you will stumble upon the truth but most of us manage to pick ourselves up and hurry along as if nothing had happened."

EXHIBIT B

Web watch

Don't be dotconned

Buying up domain names is a mug's game, says Jamie Doward

Net news

Special report: e-finance

Jamie Doward

The Observer, Sunday 10 September 2000

Domain names are seen as the new real estate. A strong one helps to guide internet users to a company's website, which is why they can sell for the sort of fortunes made when the property market is soaring.

The domain name year2000 fetched \$10 million recently, while business.com went for \$7m. The UK owner of ebay.com claims he turned down a similar sum for his domain name. The owner of America.com is offering it to anyone prepared to pay \$30m.

But experts are warning that many punters shelling out for names they believe will bring them riches are facing nothing but embarrassment and disappointment. The problem is that an increasing number of so-called domain names are not what they seem. Wily internet companies have started selling what are known as 'sub-domain' names, which cannot be registered and are largely worthless.

The sharp practice has been given impetus by Icann, the Internet Corporation for Assigned Names and Numbers, the world body which oversees the allocation of domain names on a not-for-profit basis. It is poised at its current meeting in Japan to ratify a new batch of domain name identities, known as 'Top Level Domains' (TLDs) because they are recognised globally. Typically, these include names ending in either .com, signifying a commercial web address, or .org, signifying a public organisation. Most of these have been bought up, and there is still huge untapped demand. Hence the batch of new names.

These will eventually include the suffix '.eu', an important signifier for companies wishing to show customers that they have a European presence.

However, the suffix has created confusion, - and internet firms have cashed in. One, CentralNic.com, bought 'www.eu.com' for an undisclosed sum, and is selling two-year licences to 'own' names such as Harrods.eu.com and Microsoft.eu.com at £80 each. Yet the addresses offered are not acknowledged as true domain names by the internet's official registration agencies. These agencies will recognise only those TLD names that end in '.eu' - for instance www.Microsoft.eu, rather than '.eu.com'.

• All of the names for sale are registered with CentralNic's important-sounding 'Global domain names registry'. However, it has no official standing as a registry. Buyers of the subdomains simply have their names entered in its database. CentralNic is lobbying to have subdomain names recognised by Iann, for obvious commercial reasons, but for now this remains only a remote possibility.

Other names that have been offered for sale by CentralNic include those with Ford, Ferrari, Marks & Spencer and Barclays before the eu.com suffix. The company also owns 16 other TLD names, including us.com, uk.com and gb.com, allowing it to rent out further sets of sub-domain names.

Another company which acts as an agent for CentralNic, named 123.com, is also selling addresses ending in '.eu.com' for £69 each. Those for sale on its website include the titles of large companies, such as Hilton Hotels, Pepsi-Cola, Microsoft and Virgin, as well as the Nationwide building society.

CentralNic claims to have a network of 300 dealers licensed to sell its wares.

Many subdomain names have already been bought up, some by CentralNic's staff. But any punters looking to buy names and sit on them in the hope that the firms involved will agree to buy them - a practice known as 'cyber-squatting' - are likely to end up out of pocket. Marks & Spencer, for example, says it will take legal action if the name Marks&Spencer.eu.com is sold or used for a website.

CentralNic's own site claims it is 'fulfilling pent up demand' and helping companies 'seeking a European identity' during a 'shortage of domain names [which] has concerned internet authorities'.

Some people may agree that a .eu.com subdomain name helps achieve this. But don't buy one expecting to make millions. They are the fool's gold of the internet.

EXHIBIT C

CentralNic: Country-Specific Domain Names Now Available Through eNom

[Account Login](#)

- TLD Services
- Domain Portfolio
- Registry Technology
- About
- Support
- Contact

Path:

- [Home](#)
- / [About](#)
- / [Press](#)
- / [Press from 2004](#)
- / [Country-Specific Domain Names Now Available Through eNom](#)

Country-Specific Domain Names Now Available Through eNom

FOR IMMEDIATE RELEASE

If you've been wanting to register "**whatever.com**" and it hasn't been available, you might just be able to get "**whatever.us.com**" in its place. These unrestricted domain names are now widely available on a first come first serve basis.

eNom, one of the largest ICANN Accredited Domain Name Registrars, has introduced a series of two-letter, geo-specific, domain names. These domain names, made possible by CentralNic, a private London Based domain name registry, include US.COM, EU.COM, UK.COM, CN.COM, RU.COM, DE.COM & twelve others that represent the worlds most populated countries.

EXHIBIT C



Matt Stearn, VP, eNom Inc. & Joe Alagna, GM, North America, CentralNic, Ltd

"Our names open up the entire domain space again and work within the existing Internet infrastructure." said Joe Alagna, CentralNic's North American Manager. "There are tens of thousands of people in all of these countries who would love to be able to get a more descriptive domain name that ends in dot com, but can't because all the good dot com domains are taken. We not only give them a dot com domain, but we also give them a domain that relates to their specific country or region. People like that."

Matt Stearn, Vice President at eNom stated, "The domains are doing much better than projected. Considering the ease of implementation, high margins, CentralNic's rock-solid reputation, and long track record of success; adding their domains to our mix was a good business decision."

About CentralNic (<http://www.centralnic.com>) - Originally founded in 1995 as NomiNation, CentralNic is an independent global domain name registry committed to making it easier for Internet users to establish new and distinctive domain names with regional and country-specific identities. CentralNic has a portfolio of 18 domain names, including eu.com (Europe), uk.com (United Kingdom), & us.com, (United States).

Contact In London:

Daniel.Schindler@centralnic.com

Phone: +44 (0) 870 017 0900.

Contact In the US:

Joe.Alagna@centralnic.com

Phone: +1 (909) 606 9175

About eNom (<http://www.enom.com>) - eNom, Inc. is an ICANN accredited domain name registrar. eNom provides domain name registration services directly to retail buyers and discounts these services to high volume resellers, ISPs and web-hosting companies. An innovator among registrars, eNom was the first to

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION



GRAHAM SCHREIBER,
Plaintiff,

CASE NO. 1:12-cv-00852.

v.

LORRAINE LESLEY DUNABIN; CENTRALNIC LTD.;
NETWORK SOLUTIONS LLC; VERISIGN INC.;
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS;
AND ENOM, INC.,

Defendants.

eNOM / Demand Media. - Original communications, showing "knowing" of impending Law Suit.
As mailed or emailed & edited below, for correct filing format, as evidence.
Current to Oldest.

eNom / Bulk Register ~ Demand Media.
Att: Legal Department.
5808 Lake Washington Blvd, Ste. 300
Kirkland, WA
98033.
USA.

September 28th, 2012.

cc: United States Federal Court, Eastern District of Virginia.
Att: Glenda Walker.
Albert V. Bryan U.S. Courthouse
401 Courthouse Square
Alexandria, VA 22314.

Dear Legal Department eNom / Bulk Register Demand Media:

I've had a telephone conversation with the Clerks office, inquiring about you anticipated rebuttal; and have been advised that none is currently present.

As such, I requested the procedure required (*phrases to search their website, for correct procedure*) to follow up with Your Team, while also informing the Court, as per: > <http://www.vaed.uscourts.gov/resources/alexandriahints.html> < where it states: "12. Be sure to request entry of default before moving for default judgment. Pursuant to Federal Rule 55(a), counsel must file a request for entry of default, together with an affidavit in support of the default, prior to moving for default judgment."

Please consider with receipt of this document, sent with UPS, that this is due notice, which I'm presenting the Court, with their required "*request entry of default*" notice to the attention of Glenda Walker; and will be submitting various printed documents of both mine & UPS, illustrating that the procedures I've executed, as informed by Glenda, being a foreign entity employing the service of a Virginia Court, with a Defendant in another Federal Municipality, have been ...

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

<https://www.networksolutions.com/whois-search/landcruise.uk.com>

Registrant Name:Lorraine Dunabin
Registrant Street1:1 Chalder Farm Cottages
Registrant City:Chichester
Registrant State/Province:WEST SUSSEX
Registrant Postal Code:PO20 7RN
Registrant Country:GB
Registrant Phone:+44.1243641402
>>>>>>

Sponsoring Registrar Organization:eNom, Inc.
Sponsoring Registrar Street1:15801 NE 24th St.
Sponsoring Registrar City:Bellevue
Sponsoring Registrar State/Province:WA
Sponsoring Registrar Postal Code:98008
Sponsoring Registrar Country:US
Sponsoring Registrar Phone:425-274-4500
Sponsoring Registrar FAX:425-974-4796
Sponsoring Registrar Website:<http://www.enom.com/>

1Z2981RRDH08461187

Updated: 21/08/2012 12:19 Eastern Time

**Change Delivery
Request Status Updates**

Scheduled Delivery Updated To:

Wednesday, 22/08/2012, By End of Day

Last Location:

Eastleigh, United Kingdom, Tuesday, 21/08/2012

Special Instructions:

[Adult Signature Required](#)

Shipped/Billed On:

15/08/2012

Type:

Package

Weight:

1.00 lb

Graham Schreiber.

Landcruise Ltd. > www.landcruise.com

Vancouver: 1.604.227.1610
Calgary: 1.587.333.4620
Edmonton: 1.780.666.1580
Toronto: 1.416.803.4678
Halifax: 1.902.800.1740

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

From: Graham Schreiber <graham_schreiber@landcruise.com>
Subject: Re: USPTO Trademark infraction at Virginia, USA. <> Landcruise.com {1998} Vs Landcruise.uk.com {2009}
Date: 15 August, 2012 10:59:43 AM EDT
To: Legal-BLV <legal@enom.com>

Hi Legal Department:

Further to our communications as included below, I'd like to confirm that as requested, I've let the Court know of your firm in relation to my problem.

I appreciate that your team communicated with such clarity by quickly directing me to CentralNic; however, having done some considerable research, I've had to include your firm in a more consequential way, since I've discovered members of your team have significant participation in the Internet business and with ICANN, to a point where it would be "known" that a "domain name" is not as highly regarded as a genuine ccTLD listed with the ccNSO.

I'm a Libertarian, at heart; and believe that people should be able to do what ever they please and profit magnificently, until such time as those activities negatively impact others.

In all my communications with your Court, I've made it clear that beyond selling an unlicensed or unregulated good, your business has little (no) control over the major institutions who have let this problem grow, over a period of time greater than ten (10) years.

Your sales procedure / representation has changed some, since Lorraine bought the sub-domain, which further identifies that the knowledge from 2004, when you signed up with CentralNic, as evolved, no doubt through problems such as mine.

As you'll see in my "Relief" statement, this problem has caused many more people than I, considerable aggravation; and I've instructed the Court to appraise the circumstances, with the proceeds furnished to my Rotary Club, to serve the greater good.

If you'll continue to communicate quickly, as you have below, please know that I'd be just as happy to have the "relief" granted, presented to a Rotary Club near your office, as my primary goal is brand recovery and damages from Lorraine.

Regards,
Graham Schreiber.

Landcruise Ltd. > www.landcruise.com

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On 2012-02-09, at 1:09 PM, Legal-BLV wrote:
Hello,

You or your client appears to have a trademark claim related to a domain name registered through eNom.

eNom adds no value as an intermediary in such disputes, neither are we typically in a position to adequately investigate such claims and pass judgment on the relative merits involved.

CentralNic, the registry for .com extensions (like .US.COM, .EU.COM, and [UK.COM](http://www.uk.com)), has a dispute policy for these types of issues. You can find additional details regarding their Dispute Resolution Policy (DRP) on their site: <https://www.centralnic.com/support/dispute>

eNom regularly cooperates with both judicial and DRP proceedings. If you are or are going to pursue a claim against the registrant and you need to know eNom's location for purposes of 15 USC 1125(d)(2)(A), we are located in King County, Washington State.

Please contact us again as appropriate during your pursuit of a DRP and/or court proceeding.

Regards,

Legal Department
eNom / Bulk Register

Demand Media
www.demandmedia.com
5808 Lake Washington Blvd.
Ste. 300
Kirkland, WA 98033

email legal@eNom.com
legal fax 1-425-298-2795

From: Graham Schreiber [mailto:graham_schreiber@landcruise.com]
Sent: Wednesday, February 08, 2012 1:52 PM
To: goldvip@networksolutions.com; Nick Wenban-Smith; Lesley Cowley
Cc: info@landcruise.uk.com; info@gregwheeler.co.uk; Legal-BLV
Subject: USPTO Trademark infraction at Virginia, USA. <> Landcruise.com {1998} Vs Landcruise.uk.com {2009}

Dear Sir / Madam at NETWORK SOLUTION. cc Nominet, Enom Legal,
Lorraine Dunabin & Greg Wheeler.
IANA Registrar of domain names with ".uk.com" ~ Located in Virginia, USA.

I now have a **USPTO # 85348243 Trademark**; that grants me "**States Rights**" to the use of the name / word "**Landcruise**" and I'm exercising my "right" to have that name use terminated, in Virginia, USA, the Network Solution Corporate office, by Ms. Lorraine Dunabin and her firm Alco Leisure Limited.

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UNITED STATES DISTRICT COURT
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The package I'll be sending WIPO will be a more formal request, for them to explain, not to me, **but to the US Courts**, how they felt it their place to adjudicate / protect a business which is so obviously, doing "contributory infringement" with a domain name they bough in the United States, which is also governed by the United States, in various ways.

I'm awaiting the hard copy from Glenda Walker, the Courts Clerk, with the document below signed & dated, by them.

Glenda is very helpful; and can be reached at 703 299 2131, or email at < Glenda_Walker@vaed.uscourts.gov > should you wish to communicate with her between now and the date the actual package arrives.

As you know, I'm doing this as a **Pro Se**, which means no lawyer is employed or representing me.

This email, in Court terms, does NOT constitute 'official' notification, it's a courtesy advance.

Here, FYI is an article about CentralNic, published in the UK > <http://www.guardian.co.uk/technology/2000/sep/10/money.efinance> < so it's certainly not a new problem, as it made the British Press!

Here is what's been presented to the Court >

> additional files, with this as a printed document will be in the package, basically repeats of emails sent, questions asked.

I will be recovering the Landcruise.UK.COM domain name, as it's under United States control; and I expect the release of the IPO.gov Trademark, which was secured "abusively" along with the Landcruise.CO.UK domain name that was the final acquisition, by Lorraine.

Perhaps you've bantered with Nominet, about their being presented with proof of "knowing" by, Lorraine, which, they chose to ignore, in my earlier muddling with their domain name Experts, at UDRP, so THEY being faced with a lawsuit for breach of contract, I recovered my funds. Consult them, should you wish to verify this.

Collectively most of you, except WIPO, have had it in your power to revoke the domain name(s) sold, at the 3rd Level, based on your own rules; and sadly you chose not to, so it's come to this.

But now, unsatisfied with just the recovery of Landcruise.UK.COM, I've got it my mind to have the US Courts revoke all of CentralNic's domain names, so willfully ignored, by ICANN, VeriSign and Network Solutions, and turned over to Rotary, as a Fundraiser, where the domain names will be marketed as American International, and consumers of business with those sub-domains will have access to all the consumer protection of US Law.

Recall my earlier email, likening these domains to Ships, with flags of convenience.

Regards, Graham.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

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[Schreiber v. Dunabin et al](#)

Plaintiff:

[Graham Schreiber](#)

Defendants:

[Ms Lorraine Lesley Dunabin, CentralNic Global Headquarters, Network Solutions, VeriSign Global Registry Services, ICANN and eNom](#)

Case Number:

[1:2012cv00852](#)

Filed:

[July 31, 2012](#)

Court:

[Virginia Eastern District Court](#)

Office:

[Alexandria Office](#)

County:

[Out of Country](#)

Presiding Judge:

[Gerald Bruce Lee](#)

Referring Judge:

[John F. Anderson](#)

Nature of Suit:

[Other Statutes - Other Statutory Actions](#)

Cause:

[15:1125](#)

Jurisdiction:

[Federal Question](#)

Jury Demanded By:

[None](#)

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

From: [Graham Schreiber <graham_schreiber@landcruise.com>](mailto:graham_schreiber@landcruise.com)
Subject: <http://archive.icann.org/en/topics/new-gtlds/transcript-pddrp-raa-processes-13apr10-en.pdf>
Date: 2 August, 2012 5:42:37 PM EDT
To: [Nicholas Beizer <Nicholas.Beizer@networksolutions.com>](mailto:Nicholas.Beizer@networksolutions.com), [Legal-BLV <legal@enom.com>](mailto:Legal-BLV@enom.com), [Erik Wilbers <erik.wilbers@wipo.int>](mailto:Erik.Wilbers@wipo.int)

Hi Nicholas, Legal at Enom & Erik:

Final stages of investigating CentralNic, for "Contributory Infringement" ... Glenda Walker at US Federal District Court, Eastern Virginia rang to confirm receipt of my package.

It's being processed and assigned, so I'll have a number shortly.

I just sent this along to ICANN & VeriSign ... sorry, I forgot to include You three, as you're all participants, sort of.

I think when this conversation transpired, the VP at Network Solutions had already resigned from his position and was transitioning. > <http://archive.icann.org/en/topics/new-gtlds/transcript-pddrp-raa-processes-13apr10-en.pdf> < none the less it relates back to how it was likely set-up, making it viable for Network Solutions to start selling "Contributory Infringing" domain name, for CentralNic.

Enom & Network Solutions are named; and Erik, I'm still awaiting information from you, as requested, stating how WIPO felt it could maintain a position of, or as a Legal Representation / Defence for CentralNic, rather than conceding that the DOMAIN NAME being used, was not / is not a 'legal' ccNSO. It's a domain name, subject to the Registered Name Holder contract, not a two letter domain, designated for International Government's to use, as genuine National web-addresses.

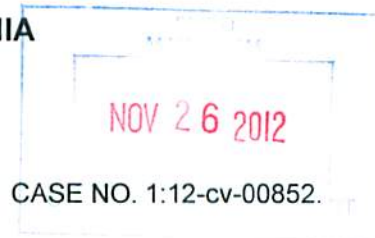
Here is a file you should read, it'll be mailed shortly.

Cheers,

Graham Schreiber.

Landcruise Ltd. > www.landcruise.com

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION



GRAHAM SCHREIBER,
Plaintiff,

v.

LORRAINE LESLEY DUNABIN; CENTRALNIC LTD.;
NETWORK SOLUTIONS LLC; VERISIGN INC.;
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS;
AND ENOM, INC.,

Defendants.

Rebuttal to Hearing, regarding both CentralNic & Network Solutions.

CentralNic & Network Solutions: On September 21st, I composed a rebuttal in letter style, that comprised eight (8) pages, which was sent to Steptoe & Johnson, with a 'cc' to the attention Ms. Walker, as shown it features the required - Case / File Number, followed underneath by a - Statement, identifying purpose ...

SUBJECT: Civil Action No. 1:12-CV-00852.

Rebuttal to above, regarding CentralNic (Defendant 2) & Network Solutions (Defendant 3)

This document has been printed; and will be attached with this "abundance of caution" document, showing a ~ hand written ~ indexing statement at the top of each page of: "Exhibit A" .

TRADEMARKS ? While it's true that the United States Court has no influence over a Trademark issued in the United Kingdom, it is also true that Lorraine Dunabin secured her UK Trademark **AFTER** securing the artificial ... fraudulent ... domain name, infringing "Landcruise" which she thought to be a legitimate purchase, giving her a credibility to "Trade As" a "Landcruise".

While it's true that the United States Court has no influence over a Trademark issued in the United Kingdom, it is also true that Lorraine Dunabin secured her UK Trademark **AFTER** securing the artificial ... fraudulent ... domain name, infringing "Landcruise" which she thought to be a legitimate purchase, giving her a credibility to "Trade As" a "Landcruise".

Lorraine Dunabin, under both the eNom & CentralNic contracts, does accept to be bound by United States Laws. My rebuttal to Lorraine is printed and enclosed, marked as "Exhibit D" wherein she says, she never read the contract, for the UK.com domain name!

Sadly for Lorraine, she is 100% liable to the penalties of the United States Justice Department!

Should she abandon the 'cheap' domain name, a Federal Court Charge, will still be levied; and she'd best not plan on visiting the United States, as the Customs & Immigration Department will {I HOPE} have her profile set for ??????

The United States Court **DOES HAVE** the right to charge Lorraine Dunabin and demand surrender of the Trademark, plus substantive financial damages recovery, simply because the mark was secured while using a ".com" or "Mark" governed by the USA, subject to "15 USC § 1125 - False designations of origin, false descriptions, and dilution forbidden".

(PAGE 1)

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

Lorraine subjected herself to United States law, in the following ways:

- > Used a ".com" to represent her business.
- > Buying the "infringing" domain name from a United States business. eNom / Demand Media.
- > Using a United States governed Mark, of ".com" for her business, diluting my Mark, of Landcruise.com.

Short of this, CentralNic are 100% LIABLE for my damages, as per the ICANN contract for Domain Names, and those who license use. In part, or in full, makes no difference.

My primary damages are:

TWO (2) YEARS of lost access to the United Kingdom, for marketing at Travel & RV Related shows.

Missing the opportunity to have Landcruise branded RV's circulating London, in the summer of 2012, marketing to the eyes & desires of wealthy consumers / travelers, attending the Olympic Games.

As at today; about eighteen months of mental health stress, inflicted on me, while I navigated my way through the battle.

Graham Schreiber.
5303 Spruce Ave, Burlington, Ontario, Canada. L7L-1N4.
1.905.637.9554.

CentralNic & Network Solutions. c/o

Brian J Winterfeldt.
Abigail Rubinstein
Jeremy D. Engle
Steptoe & Johnson LLP.
1330 Connecticut Ave, NW,
Washington, DC.,
20036-1795.

September 21st, 2012.

CC: United States Federal Court, Eastern District of Virginia.
Att: Glenda Walker.
Albert V. Bryan U.S. Courthouse
401 Courthouse Square
Alexandria, VA 22314.

SUBJECT: Civil Action No. 1:12-CV-00852.
Rebuttal to above, regarding CentralNic (Defendant 2) & Network Solutions (Defendant 3)

Dear All:

This is a precedent setting case, one without equal, because I've presented & addressed factual evidence in a methodical, entity, by entity order, as a complete history, with blue print's & architecture, which expresses the series of Defendants, (*specifically Defendants 2 & 3*) from most immediate, to those who's negligence as allowed the problem exist, (being CentralNic) for far more than a decade and they're individualized relationship to my problem, detailing how the 'cogs' rotate.

In my submission, I've articulated in minimal words & space, as the Court requires a summary of how I've been affected, by what parties, how they're related and my 'relief' as the desired resolution.

Where "Relief" has been expressed, I've stated the following, for your clients.

In regard to Defendant 2:

Maximum allowable, given above shown intent. 75% payable to my Rotary Club, for the Youth, Vocation & Scholarships and 25% for my time & effort researching the system they've engineered.

Additionally; I'd like to have the Courts transfer & assign ownership of all the subject domains to Rotary.

The sub-domains would be offered as a fundraiser, to the genuine "whois" owners of the ".COM" ... only ... as a classification of ~ American International ~ as the ".COM" is simultaneously this.

Under Rotary management, this would completely alleviate all the problems, previously created.

Management of this would be assigned to the University of Waterloo, in Ontario, Canada an institution recognized for their Information Technologies, by major US Firms; and in Canada, we have similar Laws & Policies, to the United States, along with an impeccable trading relationship.

In regard to Defendant 3:

To be determined by the Court & made payable to my Rotary Club, for the Youth, Vocation & Scholarships. Must release the conflicted domain names over to another party, perhaps Rotary, for the purposes mentioned.

As I've expressed, this is being run as Pro Se, knowing that many are damaged; and the damages caused by this "weave" of enterprises in varying supporting roles, has damaged many, many more businesses than mine.

Graham Schreiber.
5303 Spruce Ave, Burlington, Ontario, Canada. L7L-1N4.
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As such, I'm not able to determine the truer cost to the world at large, as well as the Court is. It's for this reason that I explained the "Relief" should be determined by the Courts and awarded beyond myself.

In my case, Rotary will be the figure-head recipient of 'relief' as if this were a Class Action Suit, for the greater good, from Defendants 3 through 6.

First off: I'm puzzled as to why Network Solutions would want to have their legal defense cover a CLIENT, as a Registered Domain Name Holder?

Or if reversed, how CentralNic, a CLIENT, of Network Solutions, as again an Registered Name Holder, could have wooed Network Solutions into A) Ignoring the rules and B) having their lawyers defend same?

Let it be known that CentralNic are a SELF APPOINTED registry, for the purpose of this case and that the system of 'Contributory Infringement' they engineered predates their appointment as an ICANN accredited firm.

To be brief, I'm going to summarize my rebuttals in one (1) long document; because much of whats been presented is IDENTICAL.

Adding insult to this is that some, if not many of the rebuttals presented are 180 degrees off my original point's; as such, the included case files presented to counter, can have no merit, given that if the document sent, was not read and understood, or replied to correctly, how then could the various cases mentioned have any bearing?

Addressing BOTH Network Solutions & CentralNic:

I. Introduction. These are identical scripts, except for identification of Defendant!

II. Relevant Facts.

- A. These are identical scripts, except for identification of Defendant!
- B. These are identical scripts, except for identification of Defendant!

A) We are talking about the global reach of my business, from the ".com" and my "Registered": mark for commerce in the United States, by and from Network Solutions. I've expressed the original Registration date and expressed that since September 2006 my website & all communications, in & out, have transited the United States, in Virginia with Network Solutions.

B) Lorraine Dunabine is a client of CentralNic and CentralNic ARE NOT a 'legal' registry, as UK.com is not sanctioned as a ccNSO or listed in the IANA Root Directory. They are a REGISTERED DOMAIN NAME HOLDER and subject to those rules. CentralNic, in resent times exploit that they are a registry, sanctioned by ICANN, but FAIL to communicate to consumers that the UK.com (and others) are not included in their registry license.

Lorraine secured the Trademark AFTER conducting business with an "infringing" ~ "Confusingly similar" domain name, from CentralNic, who've created a system to "Contributory Infringe" My ".com" name-space, amongst many others and protected by WIPO.

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C) CentralNic and it's Business Operations <> CentralNic as a Registered Name Holder of a Domain Name, are subject to the rules issued by ICANN and repeated by Network Solutions, key of which are:

"3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name."

"3.7.7.9 The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party."

While they (CentralNic) might in their own mind be a Registry ... it must be noted that they are not using a product that is dedicated to them, in IANA as a ccNSO.

They're using a Domain Name, in the ".com" name-space, subject to the rules and laws of the United States and in evidence on file, in ICANN's archive, they state this!

Because CentralNic are a client of Network Solutions, for the purchase of the Domain Name, they are subject to 3.7.7.3 and 3.7.7.9 in the United States, as is Landcruise.com.

Without hesitation, if I were selling 3rd Level Sub-Domains, such as : CentralNic.Landcruise.com or NetworkSolutions.Landcruise.com they'd be onto me for the same thing!

I'm not asking the Court to "Conjur up questions" - I'm presenting the facts, in a hierarchy, from the top to bottom, as they relate to my problem and where CentralNic & Network Solutions are Customer, to Service Provider.

C. Facts concerning Network Solutions.

Network Solutions are charged with the duty of exercising the rules issued by ICANN, which read:

3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name.

"3.7.7.9 The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party."

Network Solutions KNOW the difference between a Domain Name & an "legal" ccNSO / ccTLD, per IANA.

- > Network Solutions Vice President was on ICANN committees where he met with CentralNics lobbying.
- > Network Solutions know the difference between a 'legal' domain and a sub-domain.
- > Network Solutions profit from the sale of CentralNic, as one of their agents.
- > Network Solutions PROFITED from me, PAYING THE RANSOM to stop other's using my name, inside a CentralNic DOMAIN NAME under ".com"

Graham Schreiber.
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- a) There is no likelihood of confusion <> It's the identical created name, offering identical services, inside the perimeters of a ".com" highlighted with UK. > <https://www.centralnic.com/portfolio/domains/registration> < "CentralNic's domains provide an alternative to the existing Top Level Domains (TLDs) and Country Code Top Level Domains (ccTLDs), allowing the creation of a simultaneously local and global Internet Identity."
- b) Landcruise is not a famous mark <> Irrelevant. It's been abused at the 3rd-Level. Further, Famous Marks are considered hard to prove ... WHEREAS ... INCONTESTABLE is not! My "mark" in the ".com" name space has existed since 1998 and "Incontestable" is achievable after five (5) years.
- c) There is no bad faith <> CentralNic knowingly engineered the system and actively entice infringement, within the ".com" name-space.

3. There is no contributory infringement

- a) If there is no claim ... <> With the evidence submitted, this is wishful thinking for CentralNic!
- b) The Safe Harbours <> See **RED FLAGS!** This is why WIPO have been called to present information, to the Court. Further to this, CentralNic, using UK.com are not a 'legal' ccNSO / IANA Root Directory accredited registry, they are Registered Domain Name Holders. I've submitted to CentralNic, Network Solutions, VeriSign, ICANN and eNom documents issued by CentralNic illustrating the use of enticing language, both on CentralNics website and eNom's too.
- c) CentralNic does not have control ... <> They engineered the system and when we meet, I'll walk step-by-step through their system and explain it to the Court.
- D) To the extent Plaintiff asserts <> The various "Agreements" are published by ICANN, on their website, for public review. I found them, read them and duly composed my case. Again, that's why I used the word "Weave" in my original letter. Much of what's been written in rebuttal must be addressed in person, on October 19th; because as a Pro Se, I can't un-weave the statement, whereas, in the Courtroom, I can present the applicable evidence to counter each statement.
- E) The extent Plaintiff Asserts a Fraud <> Where I'll explain, again, with evidence that CentralNic are a "fraud" because they have a self appointed authority to be a Registry, and are encroaching inside the ".com" name-space. Here again, it the "weave" I speak of, where they blend the original program, with their current allowance, which DOES NOT include their portfolio of Domain Names. Within this paragraph there is so much, all of which I can suitably address, as such, I'll request the pleasure of meeting on the 19th, of October, so that I may accurately meet the Courts requirements and present applicable documents.
- E) Plaintiffs "Shaking Down" <> In a chatroom conversation with ICANN / John Berryhill, I learned that the more appropriate word is "Ransom". CentralNic sell their 'manufactured product' on a 1st come, 1st serve basis. This simple act is "ransom" and obligees' owners of ".com" Domain Names to purchase their service, or somebody else will & may. Leaving impending conflicts to be mediated by the perpetrator of the Contributory Infringement, with their limp arbitration, prior to being set into WIPO's system. And as I've noted, WIPO have no business deliberating "FRAUDULENT" ccTLD's, which are simply Domain Names, masquerading as something grander.
- F) Service was done correctly, notice given to the Lawyer at Network Solutions, a 'heads-up' email and a signature received, as directed by Glenda Walker and done via UPS.

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G) There is no Personal Jurisdiction over **CentralNic**. <> While I, as Plaintiff, may - or may not, have this, VeriSign & Network Solutions do!

Because, again ... CentralNic are exercising a Domain Name, not a ccNSO authorized ccTLD.

As a Registered Domain Name Holder myself, if I violated the rules, I'd be accountable to both VeriSign & Network Solutions, in Virginia.

Both CentralNic & I are clients of Network Solutions, as Registered Domain Name Holders, further, we both own (have a "registered" use access) to a ".com" which is managed by VeriSign. Both parties are in Virginia; and both have not exercised the rules, issues by ICANN, for execution of contracted duties, to consumers, of Virginia based "goods and services".

By this union of parties, the case must be heard!

In my letter to ICANN, I've identified ICANN as a "Master Franchise" and VeriSign, Network Solutions and eNom/Demand Media, are all "Franchisees".

i.e. If a franchisee restaurant is sued for serving a bad chicken, say one with salmonella, in Florida, the Master Franchise owner being in say, in Maine, would be sued in the Court Jurisdiction where the Plaintiff became ill.

Because, like ICANN, who may have signed the contracts in Los Angeles, the processed salmonella chicken from Maine, was transferred to Florida, where the client was served.

My learned & bespoke competition at Steptoe & Johnson LLP have eloquently continued to **knot** the "weave" with misplaced facts and convenient omissions.

This is a complicated case, for a seasoned Lawyer, let alone a Pro Se! I can share with the readers, that this case has merit, it speaks from my position nothing but the truth and needs to be methodically dissected, in the company of our assigned Judge.

It's a case identifying WIPO as being a contracted party to further blur the truth from reality. It's new, case law (dare I say!) and without equal!

It "weaves" a variety of parties together, related to ".com" and the most central hub, or unifying point, or Court, is the US Federal District Court, Alexandria Virginia.

While ICANN is under contract to the United States Department of Commerce, reassigning duties to other American business, similarly bound by America's over-arching rule of laws, I'd like to direct readers to my letter to ICANN;

POINT 2 - Venue: "for lack of venue". I have read this file > <http://www.icann.org/en/resources/registrars/raa/raa-agreement-21may09-en.htm> < where I see the word "venue" written once, where it states: "In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; **however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction.**"

Where it's remarked that I'm not party to contracts between "Franchisees" and the "Master Franchise" it should be noted that I'm a CUSTOMER of the parties who are; and those documents are published PUBLICLY for review.

I'm not suing CentralNic or Network Solutions on behalf of ICANN, I'm suing them because Network Solutions has FAILED to exercise it's duties as assigned by ICANN and CentralNic not as an accredited registry, but as a simple, basic, lowly Domain Name Holder, who's accountable to the rules.

Graham Schreiber.
5303 Spruce Ave, Burlington, Ontario, Canada. L7L-1N4.
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Addressing Network Solutions:

1st & Foremost; Network Solutions have made a bad decision to have their Law firm represent a CLIENT; because the thrust of this suit lays in the fact that long before ICANN accredited CentralNic, for services that **DID NOT & DO NOT** include their portfolio, CentralNic were nothing but ... Registered Domain Name Holders.

Once upon a time, so the story reads ... > http://archive.icann.org/en/tlds/tel3/doc_04.htm < *"The idea came about as a direct result of conversations between the late Jon Postel ("Father of the Internet") and Stephen Dyer (Chairman of NomiNation) in 1995. Jon suggested the use of uk.com to compete with co.uk at a time when the proposed price of the co.uk name was 200 (about \$300 US).*

Back then, in conversation with "Father of the Internet" Mr. Dyer should have said to Mr. Postle something to the effect of:

I agree; however, to keep me away from Graham Schreiber and the United States Federal District Court, in VaED, perhaps you could go and edit your "Root Directory" so that my domain name properties are something like *InternationalizedPoppyCock*, or IPC for short, as .IPC so that I'm not "Infringing" the rights of others, who own a ".com" nor will I be liable for a whole new aspect of law, called "Contributory Infringement" where I'll be Liable as Licensing out space behind my UK.COM (and others) when I skillfully engineer a system to unite other brand names, left of my uk.com ... domain name.

Then, as the sole owner of .IPC, I can create my own list of two (2) letter Domain Names, for example uk.IPC or eu.IPC or .ca.IPC, etc.

Sadly, this was not done, as a result people like Lorraine and other's ... *"Users often turn to CentralNic when a conventional Top Level Domain (TLD) such as .com, or a country TLD such as .uk address has already been claimed by another party."*

Because back then as Domain Name Holders, CentralNic had wild visions of being the "official" ".com Registry" as per ... *"CentralNic is in negotiation to acquire an existing registry of the .com, .net and .org names."* and as we all know, they never got their wish!

Here today ... *"CentralNic uses the .com and .net standard domain name structure to offer additional regional and country-specific domain names, ensuring a secure, inexpensive solution for creating easily identifiable Internet addresses world-wide."* which has brought them into Court, with me, a Pro Se.

Now that I've shown the historical, fact based and substantiated, links, I'll plod through the Network Solutions Rebuttal!

D. Plaintiff's Attempt to serve Network Solutions. <> I'm suing Network Solutions, not the parent company, and the package was addressed to the in-house Lawyer, Nicolas Bizer, who I was communicating with. An advance email was sent to all parties, with a 'pdf' of the UPS payment receipt and the shipping voucher's and signature's of receivers were secured, as is required.

EXHIBIT D

Graham Schreiber.
5303 Spruce Ave,
Burlington, Ontario, Canada. L7L-1N4.
1.905.637.9554.

Ms Lorraine Lesley Dunabin.
(Whois "Registrant" Landcruise.UK.COM)
1 Chalder Farm Cottages, Chalder Lane,
Sidlesham, Chichester, West Sussex.
United Kingdom.
PO20 7RN.

September 21st, 2012.

cc: United States Federal Court, Eastern District of Virginia.
Att: Glenda Walker.
Albert V. Bryan U.S. Courthouse
401 Courthouse Square
Alexandria, VA 22314.

SUBJECT: Civil Action No. 1:12-CV-00852.

Reply to "Admissions & Denials" per Lorraine Dunabin's letter received Friday September 14th, 2012.

Dear Ms. Dunabin: cc Glenda Walker.

- 1) The Defendant is not aware of the facts relating to UK.com, or Landcruise.UK.com and their accountability to the United States, laws.

Reply: Ms. Dunabin is well informed about corporate "Branding" and this clip of an email sent to Defendant 1, as found in Google, shows an employment history, where such knowledge, would be a requirement. <> *"Wiley has also formed a new consumer markets group based in Chichester to focus on brand and sales development. Under Lorraine Dunabin, consumer markets manager, it will concentrate on building brands and promotions, as well as non-trade sales."* >> Source: <http://webcache.googleusercontent.com/search?q=cache:YPIW5RdSdhoJ:www.allbusiness.com/retail-trade/miscellaneous-retail-miscellaneous/4658493-1.html+lorrain+dunabin&cd=9&hl=en&ct=clnk&gl=ca&client=safari#ixzz1dlNhhHq> <<

FIRST DEFENSE: As an individual with a desire, to have an RV Rental business the concluded name was pre dating the September 30th, 2009 creation of her (singularly owned) company, began which was / became an entity in second place.

The Court is requested to notice that between 2008 and date undertaken, Lorraine, not a "Corporation" with many contributing voices, boards, board of directors, or share holders, makes the exclusive decisions, from her home, where business 'trading as' Landcruise was originally located.

<https://www.networksolutions.com/whois-search/landcruise.uk.com>
Registrant Name:Lorraine Dunabin
Registrant Organization:ALCO Leisure Ltd
Registrant Street1:1 Chalder Farm Cottages
Registrant City:Chichester
Registrant State/Province:WEST SUSSEX
Registrant Postal Code:PO20 7RN
Registrant Country:GB
Registrant Phone:+44.1243641402

<http://companiesintheuk.co.uk/ld/alco-leisure>
1 CHALDER FARM COTTAGES
CHALDER LANE SIDLESHAM
CHICHESTER
WEST SUSSEX
PO20 7RN

EXHIBIT D

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Burlington, Ontario, Canada. L7L-1N4.
1.905.637.9554.

2) The Defendant has lied to the United Kingdom's official & sanctioned governing body of the Internet; who are "Nominet" where my documents submitted illustrated otherwise. Once a liar, always a liar!

SECOND DEFENSE: The Court has venue over the Landcruise.UK.COM domain, primarily used to represent LORRAINE's use and the path backwards is:

- a) LANDCRUISE.UK.COM <> Created On:12-Oct-2009 20:10:21 UTC.
- b) UK Trademark requested <> 15 Dec 2009.
- c) Landcruise.co.uk <> Registered on: 12-Jan-2010.

The Trademark secured from the IPO.gov.uk was based own ownership of an American regulated domain name of / under / behind at 3rd Level, of UK.com, where Lorraine had purchased the name of "Landcruise" at the third-level.

Where I'm too personally vested to asses damages, as a dollar figure, I've stated: "Maximum allowable financial penalty, including turnover of the domain name, Landcruise.co.uk and the release & turn over of the UK Trademark,..." and the .co.uk aspect will become a redundant point, as the settlement will include the UK Trademark.

As the US Court may well be unable to influence the .co.uk, (purchased 3rd, after Trademark) I'll asses the United States based damages, to my business to date & going forward at \$50,000,000 as one day, Landcruise will be synonymous to RV rentals, as Hertz is to car rental. (Established goal & published.)

I'll consider the following:

- A) Continued aggravation / brand impediment.
- B) Trademark / UK Court time and costs.
- C) Recovery costs, via the UK which include trips, Air Canada, 1st Class, of which each would consume Four (4) days, being {Flight out 1, drive to 1, day at 1, return home 1} accommodation, meals local transport, etc)
- D) Continued intrusion, by the ill gotten .co.uk domain.
- E) \$50,000,000 USD. Which, if resolved, completely, in the United States, will VASTLY diminish.

3) The Defendant as the sole 'visionary' ~ must has visited! How else would her husband, Andrew Wheeler know to visit before, registering; and family member, Greg Wheeler, who built the website, have been inclined to visit, if but to examine the "1st in use" "Mark" in use, as a "Registered" ".com"

In my very first communications (written) I addressed that the web-designer knew to use "Landcruise" in meta tags, and other SEO / SEM procedures, to create a relationship with my business, as though they were officially granted permission to trade, within a ".com" name space, as "Landcruise".

The idea was fist mooted in 2008 and the "the company was not set up at the end of 2008 beginning of 2009. This is not fact, as per > <http://companiesintheuk.co.uk/ltd/alco-leisure> < it was created at the very end of the ninth (9th) month as Alco Leisure Limited on September 30th, 2009 with one (1) named person in charge. That being Lorraine, in various formats.

EXHIBIT B

Graham Schreiber.
5303 Spruce Ave,
Burlington, Ontario, Canada. L7L-1N4.
1.905.637.9554.

THIRD DEFENSE:

1. Inconceivable. The sales pitch of eNom enticed infringement and they with CentralNic, are profiting from Contributory Infringement.
2. Trademark premised on use of an 'illegal' domain name.
3. It's not about the 'Canada' it's "Landcruise" a created name, for a style of vacation ~ Worldwide.

"me" Lorraine, in Alco Leisure Limited. > <http://companiesintheuk.co.uk/ltd/alco-leisure> < September 30th, 2009. Lorraine is the sole executive as shown in this document.

"we" Lorraine & Andrew, in Alco Management Limited. > <http://companiesintheuk.co.uk/ltd/alco-management> < March 26th, 2007.

While the Trademark was requested recently, having been "Registered" in the United States as "Landcruise.com" with an active website, grants me 1st in Use Rights, in the USA and "States Rights" stemming from Virginia, in 1998.

- 4) Trading as, without sanction. With prior knowledge, and preexisting professional knowledge.

FOURTH DEFENSE: Lorraine's enterprise IS NOT AUTHORIZED by us to represent as "Landcruise" we DO NOT WANT a CentralNic product - *"allowing the creation of a simultaneously local and global Internet Identity."*

Once again, I revert to the point of fact that the UK Trademark was secured while using an "illegal" product, of United States "Registered" origin, which is not recognized by ICANN / IANA as a ccNSO, in the "Root Directory" It's a DOMAIN NAME that Infringes / Contributory Infringes and is a sub-license of UK.com.

- 5) The Defendant actually wanted the name with .co.uk. Lorraine "IS" Alco Leisure Ltd and where she may have "wanted" that name, has used in THIRTEEN (13) locations, the .UK.com domain name.

Having said she actually "wanted" a .co.uk why has she prepared all her marketing material under a ".com" These website / pages all publish the Landcruise.UK.COM location.

- 1) <http://www.landcruise.uk.com>
- 2) Google AdWords.
- 3) Facebook.
- 4) <https://www.facebook.com/pages/Roverhome/166186576779091>
- 5) https://twitter.com/#!/search/realtime/lc_motorhome
- 6) http://www.motorhomehirer.co.uk/view_motorhome_hirer.php?ref=209
- 7) [http://www.freeindex.co.uk/profile\(landcruise-motorhome-hire-ltd\)_431101.htm](http://www.freeindex.co.uk/profile(landcruise-motorhome-hire-ltd)_431101.htm)
- 8) <http://www.hotfrog.co.uk/Companies/LandCruise-Motorhome-Hire>
- 9) http://www.qype.co.uk/place/2510095-Landcruise-Motorhome-Hire-Chichester?p_listing=50088121
- 10) <http://www.iwestsussex.co.uk/profile/98047/Chichester/LandCruise-Motorhome-Hire/>
- 11) <http://www.dgjobs.co.uk/Emails/landcruise.uk.com-Jobs.html>
- 12) <http://www.conservancy.co.uk/page/links/>

To establish & illustrate true use, the <http://archive.org/web/web.php> can show these same websites, history. Which is beyond editing, by website holder, once cached, should they be soon edited.

Graham Schreiber.
5303 Spruce Ave,
Burlington, Ontario, Canada. L7L-1N4.
1.905.637.9554.

"EXHIBIT D"

FIFTH DEFENSE: The process with Nominet was / is a farce!

As a direct result, I threatened to sue Nominet for Breach of Contract, they conceded and I recovered my \$1,500.00USD.

The communications history qualifies as true & genuine communications between parties, the 1/2 informed "result" they published, shouldn't be published, as they conceded to wrong doing.

The balance of 'fifth defense' is 100% irrelevant.

6) The Defendant lacks knowledge of my points as paragraphs # 7-10 and 13-17. That's most regrettable!

> The purchase of the domain name came with a contract, that the buyer must accept, or the transaction won't process.

> The Defendant should have read the contract terms, before buying, or authorizing another to buy on her behalf.

> Finally, the defendant should have recognized, while researching which domain name sales agent to buy from, and looking at availability of available domain name endings, that the company she was buying the UK.COM "license" from, was based in the United States. As such, Defendant's Trademark was based on an 'International' business name use, where I have the exclusive rights of using "Landcruise" inside a ".com" ... therefore, the IPO.gov.uk Trademark was premised on a fraud.

SIXTH DEFENSE: Damaged.

Graham Schreiber desired to have his own motorhome and contract others (US Built C-Class RV's) for use in / around London England, during the Olympics, fully body-wrapped and showing the branded name of "Landcruise" as "Landcruise.com" promoting the company, the name and the holiday concept to MILLIONS of ~ wealthy visitors to the UK, during the two (2) Olympics. Original & Special.

Graham, consumed his thoughts & efforts, into the Nominet process (where they screwed up ... and returned the \$1,500 paid.) and since January 2012, been gone into obsessive, (quoting wife) about researching the ways & means of the internet, so as to bring this case to the appropriate United States Federal Court.

In addition to this problem, Graham has researched the problem and it's accomplices!

7) Until such time as the UK Trademark is released, I'm damaged from date of discovery, missed visiting the UK, in a slightly recovering global economy, **missed the Olympics** and in building the Global Brand, will have a gigantic thorn, inside my primary market. \$50,000,000USD as it's impeding my ambition.

SEVENTH DEFENCE I'm well familiar with the various ways of communicating Trading As, and one may only "Trade as" if one has permission, as a Licensee, Franchisee, Agent, etc.

As this problem was identified in its infancy, I wanted to element potential problems from inevitably happening; and yes, at that immediate juncture, that was so.

In this wired world, when a disgruntled consumer starts ripping about "Landcruise" online, readers make no distinction between My business or hers, they see the name ... it's engrained and DAMAGE DONE!

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

NOV 26 2012
CASE NO. 1:12-cv-00852.

GRAHAM SCHREIBER,
Plaintiff,

v.

LORRAINE LESLEY DUNABIN; CENTRALNIC LTD.;
NETWORK SOLUTIONS LLC; VERISIGN INC.;
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS;
AND ENOM, INC.,

Defendants.

REBUTTAL TO ICANN ADDRESSING VENUE.

PART ONE (1)

PART TWO (2) - The NTIA Document included, as printed from Internet (7 pages.)

PART ONE (1)

As quoted in Court & I believe submitted; but herein resubmitted "*in abundance of caution*" to ensure that this critical aspect filed, acknowledged and considered.

As per the case of "Moore Vs ICANN" ... I drew to the attention of the Court that ICANN does have "**continuous and systematic contact**" with Virginia by virtue of the terms of their own written contracts for other parties. Specifically here, VeriSign and Network Solutions.

<http://archive.icann.org/en/topics/vrsn-settlement/reviseed-appendix8-clean-29jan06.pdf>

6.7. Dispute Resolution; **Choice of Law; Venue**. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. **This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state or federal court located in the eastern district of the Commonwealth of Virginia.** Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each state and federal court located in the eastern district of the Commonwealth of Virginia (and each appellate court located in the Commonwealth of Virginia) in connection with any such legal proceeding.

6.8. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

4. Miscellaneous

4.1. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws. The Parties agree that, if a suit to enforce this Confidentiality Agreement is brought in the U.S. Federal District Court for the Eastern District of Virginia, they will be bound by any decision of the Court.

<http://archive.icann.org/en/financials/tax/us/appendix-5d.htm>

6.7 Dispute Resolution; **Choice of Law; Venue.** The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. **This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state or federal court located in the eastern district of the Commonwealth of Virginia. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each state and federal court located in the eastern district of the Commonwealth of Virginia (and each appellate court located in the Commonwealth of Virginia) in connection with any such legal proceeding.**

4. Miscellaneous

4.1 This Confidentiality Agreement shall be governed by and construed **in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws.** The Parties agree that, if a suit to enforce this Confidentiality Agreement is brought in the U.S. Federal District Court for the Eastern District of Virginia, they will be bound by any decision of the Court.

<http://archive.icann.org/en/nsi/zonefileaccess.htm>

11. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of **the Commonwealth of Virginia.** You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in the state or **federal courts located in the eastern district of the Commonwealth of Virginia.** You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and states **courts located in the eastern district of the Commonwealth of Virginia (and each appellate court located therein).** The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

<http://archive.icann.org/en/nsi/nsi-registry-agreement-appd-04nov99.htm>

11. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of **the Commonwealth of Virginia.** You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in the state or federal courts located in the eastern district of the Commonwealth of Virginia. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and states courts located in the eastern district of the Commonwealth of Virginia (and each appellate court located therein). The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

PART TWO (2) Begins on the additional pages, printed from Internet. *Attention drawn to 6th page!*



PART 2

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TOPICS

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Memorandum of Understanding Between the U.S. Department of Commerce and the Internet Corporation for Assigned Names and Numbers

MEMORANDUM OF UNDERSTANDING BETWEEN
 THE U.S. DEPARTMENT OF COMMERCE
 AND
 INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

I. PARTIES

This document constitutes an agreement between the U.S. Department of Commerce (DOC or USG) and the Internet Corporation for Assigned Names and Numbers (ICANN), a not-for-profit corporation.

II. PURPOSE

A. Background

On July 1, 1997, as part of the Administration's Framework for Global Electronic Commerce, the President directed the Secretary of Commerce to privatize the management of the domain name system (DNS) in a manner that increases competition and facilitates international participation in its management.

On June 5, 1998, the DOC published its Statement of Policy, *Management of Internet Names and Addresses*, 63 Fed. Reg. 31741(1998) (Statement of Policy). The Statement of Policy addressed the privatization of the technical management of the DNS in a manner that allows for the development of robust competition in the management of Internet names and addresses. In the Statement of Policy, the DOC stated its intent to enter an agreement with a not-for-profit entity to establish a process to transition current U.S. Government management of the DNS to such an entity based on the principles of stability, competition, bottom-up coordination, and representation.

B. Purpose

Before making a transition to private sector DNS management, the DOC requires assurances that the private sector has the capability and resources to assume the important responsibilities related to the technical management of the DNS. To secure these assurances, the Parties will collaborate on this DNS Project (DNS Project). In the DNS Project, the Parties will jointly design, develop, and test the mechanisms, methods, and procedures that should be in place and the steps necessary to transition management responsibility for DNS functions now performed by, or on behalf of, the U.S. Government to a private-sector not-for-profit entity. Once testing is successfully completed, it is contemplated that management of the DNS will be transitioned to the mechanisms, methods, and procedures designed and developed in the DNS Project.

In the DNS Project, the parties will jointly design, develop, and test the mechanisms, methods, and procedures to carry out the following DNS management functions:

- a. Establishment of policy for and direction of the allocation of IP number blocks;
- b. Oversight of the operation of the authoritative root server system;
- c. Oversight of the policy for determining the circumstances under which new top

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level domains would be added to the root system;

d. Coordination of the assignment of other Internet technical parameters as needed to maintain universal connectivity on the Internet; and

e. Other activities necessary to coordinate the specified DNS management functions, as agreed by the Parties.

The Parties will jointly design, develop, and test the mechanisms, methods, and procedures that will achieve the transition without disrupting the functional operation of the Internet. The Parties will also prepare a joint DNS Project Report that documents the conclusions of the design, development, and testing.

DOC has determined that this project can be done most effectively with the participation of ICANN. ICANN has a stated purpose to perform the described coordinating functions for Internet names and addresses and is the organization that best demonstrated that it can accommodate the broad and diverse interest groups that make up the Internet community.

C. The Principles

The Parties will abide by the following principles:

1. Stability

This Agreement promotes the stability of the Internet and allows the Parties to plan for a deliberate move from the existing structure to a private-sector structure without disruption to the functioning of the DNS. The Agreement calls for the design, development, and testing of a new management system that will not harm current functional operations.

2. Competition

This Agreement promotes the management of the DNS in a manner that will permit market mechanisms to support competition and consumer choice in the technical management of the DNS. This competition will lower costs, promote innovation, and enhance user choice and satisfaction.

3. Private, Bottom-Up Coordination

This Agreement is intended to result in the design, development, and testing of a private coordinating process that is flexible and able to move rapidly enough to meet the changing needs of the Internet and of Internet users. This Agreement is intended to foster the development of a private sector management system that, as far as possible, reflects a system of bottom-up management.

4. Representation.

This Agreement promotes the technical management of the DNS in a manner that reflects the global and functional diversity of Internet users and their needs. This Agreement is intended to promote the design, development, and testing of mechanisms to solicit public input, both domestic and international, into a private-sector decision making process. These mechanisms will promote the flexibility needed to adapt to changes in the composition of the Internet user community and their needs.

III. AUTHORITIES

A. DOC has authority to participate in the DNS Project with ICANN under the following authorities:

(1) 15 U.S.C. § 1525, the DOC's Joint Project Authority, which provides that the DOC may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned;

(2) 15 U.S.C. § 1512, the DOC's authority to foster, promote, and develop foreign and domestic commerce;

(3) 47 U.S.C. § 902, which specifically authorizes the National Telecommunications and Information Administration (NTIA) to coordinate the telecommunications activities of the Executive Branch and assist in the formulation of policies and standards for those activities including, but not limited to, considerations of interoperability, privacy, security, spectrum use, and emergency readiness;

(4) Presidential Memorandum on Electronic Commerce, 33 Weekly Comp. Presidential Documents 1006 (July 1, 1997), which directs the Secretary of Commerce to transition DNS management to the private sector; and

(5) Statement of Policy, *Management of Internet Names and Addresses*, (63 Fed. Reg. 31741(1998) (Attachment A), which describes the manner in which the Department of Commerce will transition DNS management to the private sector.

B. ICANN has the authority to participate in the DNS Project, as evidenced in its Articles of Incorporation (Attachment B) and Bylaws (Attachment C). Specifically, ICANN has stated that its business purpose is to:

(i) coordinate the assignment of Internet technical parameters as needed to maintain universal connectivity on the Internet;

(ii) perform and oversee functions related to the coordination of the Internet Protocol (IP) address space;

(iii) perform and oversee functions related to the coordination of the Internet domain name system, including the development of policies for determining the circumstances under which new top-level domains are added to the DNS root system;

(iv) oversee operation of the authoritative Internet DNS root server system; and

(v) engage in any other related lawful activity in furtherance of Items (i) through (iv).

IV. MUTUAL INTEREST OF THE PARTIES

Both DOC and ICANN have a mutual interest in a transition that ensures that future technical management of the DNS adheres to the principles of stability, competition, coordination, and representation as published in the Statement of Policy. ICANN has declared its commitment to these principles in its Bylaws. This Agreement is essential for the DOC to ensure continuity and stability in the performance of technical management of the DNS now performed by, or on behalf of, the U.S. Government. Together, the Parties will collaborate on the DNS Project to achieve the transition without disruption.

V. RESPONSIBILITIES OF THE PARTIES

A. General.

1. The Parties agree to jointly participate in the DNS Project for the design, development, and testing of the mechanisms, methods and procedures that should be in place for the private sector to manage the functions delineated in the Statement of Policy in a transparent, non-arbitrary, and reasonable manner.

2. The Parties agree that the mechanisms, methods, and procedures developed under the DNS Project will ensure that private-sector technical management of the DNS shall not apply standards, policies, procedures or practices inequitably or single out any particular party for disparate treatment unless justified by substantial and reasonable cause and will ensure sufficient appeal procedures for adversely affected members of the Internet community.

3. Before the termination of this Agreement, the Parties will collaborate on a DNS Project Report that will document ICANN's test of the policies and procedures designed and developed pursuant to this Agreement.

4. The Parties agree to execute the following responsibilities in accordance with the Principles and Purpose of this Agreement as set forth in section II.

B. DOC. The DOC agrees to perform the following activities and provide the following resources in support of the DNS Project:

1. Provide expertise and advice on existing DNS management functions.
 2. Provide expertise and advice on methods and administrative procedures for conducting open, public proceedings concerning policies and procedures that address the technical management of the DNS.
 3. Identify with ICANN the necessary software, databases, know-how, other equipment, and intellectual property necessary to design, develop, and test methods and procedures of the DNS Project.
 4. Participate, as necessary, in the design, development, and testing of the methods and procedures of the DNS Project to ensure continuity including coordination between ICANN and Network Solutions, Inc.
 5. Collaborate on a study on the design, development, and testing of a process for making the management of the root server system more robust and secure. This aspect of the DNS Project will address:
 - a. Operational requirements of root name servers, including host hardware capacities, operating system and name server software versions, network connectivity, and physical environment.
 - b. Examination of the security aspects of the root name server system and review of the number, location, and distribution of root name servers considering the total system performance, robustness, and reliability.
 - c. Development of operational procedures for the root server system, including formalization of contractual relationships under which root servers throughout the world are operated.
 6. Consult with the international community on aspects of the DNS Project.
 7. Provide general oversight of activities conducted pursuant to this Agreement.
 8. Maintain oversight of the technical management of DNS functions currently performed either directly, or subject to agreements with the U.S. Government, until such time as further agreement(s) are arranged as necessary, for the private sector to undertake management of specific DNS technical management functions.
- C. ICANN.** ICANN agrees to perform the following activities and provide the following resources in support of the DNS Project and further agrees to undertake the following activities pursuant to its procedures as set forth in Attachment B (Articles of Incorporation) and Attachment C (By-Laws), as they may be revised from time to time in conformity with the DNS Project:
1. Provide expertise and advice on private sector functions related to technical management of the DNS such as the policy and direction of the allocation of IP number blocks and coordination of the assignment of other Internet technical parameters as needed to maintain universal connectivity on the Internet.
 2. Collaborate on the design, development and testing of procedures by which members of the Internet community adversely affected by decisions that are in conflict with the bylaws of the organization can seek external review of such decisions by a neutral third party.
 3. Collaborate on the design, development, and testing of a plan for introduction of competition in domain name registration services, including:
 - a. Development of procedures to designate third parties to participate in tests conducted pursuant to this Agreement.
 - b. Development of an accreditation procedure for registrars and procedures that subject registrars to consistent requirements designed to promote a stable and robustly competitive DNS, as set forth in the Statement of Policy.
 - c. Identification of the software, databases, know-how, intellectual property, and

other equipment necessary to implement the plan for competition;

4. Collaborate on written technical procedures for operation of the primary root server including procedures that permit modifications, additions or deletions to the root zone file.

5. Collaborate on a study and process for making the management of the root server system more robust and secure. This aspect of the Project will address:

- a. Operational requirements of root name servers, including host hardware capacities, operating system and name server software versions, network connectivity, and physical environment.
- b. Examination of the security aspects of the root name server system and review of the number, location, and distribution of root name servers considering the total system performance; robustness, and reliability.
- c. Development of operational procedures for the root system, including formalization of contractual relationships under which root servers throughout the world are operated.

6. Collaborate on the design, development and testing of a process for affected parties to participate in the formulation of policies and procedures that address the technical management of the Internet. This process will include methods for soliciting, evaluating and responding to comments in the adoption of policies and procedures.

7. Collaborate on the development of additional policies and procedures designed to provide information to the public.

8. Collaborate on the design, development, and testing of appropriate membership mechanisms that foster accountability to and representation of the global and functional diversity of the Internet and its users, within the structure of private-sector DNS management organization.

9. Collaborate on the design, development and testing of a plan for creating a process that will consider the possible expansion of the number of gTLDs. The designed process should consider and take into account the following:

- a. The potential impact of new gTLDs on the Internet root server system and Internet stability.
- b. The creation and implementation of minimum criteria for new and existing gTLD registries.
- c. Potential consumer benefits/costs associated with establishing a competitive environment for gTLD registries.
- d. Recommendations regarding trademark/domain name policies set forth in the Statement of Policy; recommendations made by the World Intellectual Property Organization (WIPO) concerning: (i) the development of a uniform approach to resolving trademark/domain name disputes involving cyberspiracy; (ii) a process for protecting famous trademarks in the generic top level domains; (iii) the effects of adding new gTLDs and related dispute resolution procedures on trademark and intellectual property holders; and recommendations made by other independent organizations concerning trademark/domain name issues.

10. Collaborate on other activities as appropriate to fulfill the purpose of this Agreement, as agreed by the Parties.

D. Prohibitions.

1. ICANN shall not act as a domain name Registry or Registrar or IP Address Registry in competition with entities affected by the plan developed under this Agreement. Nothing, however, in this Agreement is intended to prevent ICANN or the USG from taking reasonable steps that are necessary to protect the operational stability of the Internet in the event of the financial failure of a Registry or Registrar or

other emergency.

2. Neither Party, either in the DNS Project or in any act related to the DNS Project, shall act unjustifiably or arbitrarily to injure particular persons or entities or particular categories of persons or entities.

3. Both Parties shall act in a non-arbitrary and reasonable manner with respect to design, development, and testing of the DNS Project and any other activity related to the DNS Project.

VI. EQUITABLE APPORTIONMENT OF COSTS

The costs of this activity are equitably apportioned, and each party shall bear the costs of its own activities under this Agreement. This Agreement contemplates no transfer of funds between the Parties. Each Party's estimated costs for the first six months of this Agreement are attached hereto. The Parties shall review these estimated costs in light of actual expenditures at the completion of the first six month period and will ensure costs will be equitably apportioned.

VII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement will become effective when signed by all parties. The Agreement will terminate on September 30, 2000, but may be amended at any time by mutual agreement of the parties. Either party may terminate this Agreement by providing one hundred twenty (120) days written notice to the other party. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This Agreement is subject to the availability of funds.

Joe Sims
Counsel to ICANN
Jones, Day, Reavis & Pogue
1450 G Street N.W.
Washington, D.C. 20005-2088

J. Beckwith Burr
Associate Administrator, NTIA
U.S. Department of Commerce
Washington, D.C. 20230

PARTIES ESTIMATED SIX MONTH COSTS

A. ICANN

Costs to be borne by ICANN over the first six months of this Agreement include: development of Accreditation Guidelines for Registries; review of Technical Specifications for Shared Registries; formation and operation of Government, Root Server, Membership and Independent Review Advisor Committees; advice on formation of and review of applications for recognition by Supporting Organizations; promulgation of conflicts of interest policies; review and adoption of At-Large membership and elections processes and independent review procedures, etc; quarterly regular Board meetings and associated costs (including open forums, travel, staff support and communications infrastructure); travel, administrative support and infrastructure for additional open forums to be determined; internal executive, technical and administrative costs; legal and other professional services; and related other costs. The estimated six month budget (subject to change and refinement over time) is \$750,000 - 1 million.

B. DOC

Costs to be borne by DOC over the first six months of this Agreement include: maintenance of DNS technical management functions currently performed by, or subject to agreements with, the U.S. Government, expertise and advice on existing DNS management functions; expertise and advice on administrative procedures; examination and review of the security aspects of the Root Server System (including travel and technical expertise); consultations with the international community on aspects of the DNS Project (including travel and communications costs); general oversight of activities conducted pursuant to the Agreement; staff support equal to half-time dedication of 4-5 full time employees, travel, administrative support, communications and related other costs. The estimate six month budget (subject to change and refinement over time) is \$250,000 - \$350,000.

**National Telecommunications and Information Administration
1401 Constitution Ave., NW Washington, DC 20230**

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION



CASE NO. 1:12-cv-00852.

GRAHAM SCHREIBER,
Plaintiff,

v.

LORRAINE LESLEY DUNABIN; CENTRALNIC LTD.;
NETWORK SOLUTIONS LLC; VERISIGN INC.;
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS;
AND ENOM, INC.,

Defendants.

Clarification of "Accommodating" ~ AntiCybersquatting Consumer Protection Act (ACPA).

Clarification of "Accommodating": I'm respectful to the ways & means of the United States Federal Court System; and would like to explain why some of the Defendants have been identified with the inclusion of 'Accommodating' immediately in front of / before, the primary subject of ACPA.

VeriSign Inc: "Accommodating" is stated because as I've introduced, they've:

- A) "Known" about CentralNic.
- B) "Know" the difference between a genuine ccTLD as listed in the IANA Root Directory and a Domain Name, as found in the "Whois" listings.
- C) "Know" the rules applicable to ICANN's Registrant Rights and Responsibilities and the Registrar Accreditation Agreement.
- D) "Are in a position of power" to cease the renewal, of domain names, under ".com" and ".net".
- E) In ignoring this Domain Name Holders, actions they have failed to "Preserve Security and Stability".

Consumer's & Retailer's alike, require that those in charge of the internet, singularly & collectively, when confronted with "knowledge" of a fraudulent product, should exercise the well considered rules drafted by ICANN and signed into contract obligation. {Rules / Contracts, which are published, by ICANN, online.}

The Defendant, Verisign Inc doing business as VeriSign, Global Registry Services, has a "Debugger" system, which shows errors, left of a ".dot" which is left of, in this case UK.com as a domain name.

Staff of the company occupy positions of seniority, within ICANN various working groups, committee's & boards, exposed to the facts of CentralNic.

If not at time of application, but shortly thereafter, the bidding for a new ".com" Registry contract, from ICANN, VeriSign would have been (become) aware of the fact that CentralNic gloated about the use of domain names, as the foundation of their Registry service. In keeping with the DMCA, use of written word marks, used in artistic, commercial literature, would constitute "Red Flags".

F) Being aware of conflicts with Marks or Trademarks presented through UDRP they became "knowing" followed by the most bold of indicatives, which was to eloquently convince WIPO to protect CentralNic. A process which began with some issue; and was eventually resolved ~ off shore ~ by WIPO, who have no business minding issues well known to be within the United States Jurisdiction.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
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ICANN: "Accommodating" is stated because, as I've introduced, they've:

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- C) "Know" the rules applicable to ICANN's Registrant Rights and Responsibilities and the Registrar Accreditation Agreement
- D) "Are in a position of power" to cease the renewal, of domain names, under ".com" and ".net".
- E) Same as per Verisign.
- F) Same as per VeriSign.

ICANN, should also explain to the Court how it was "Known" by your Senior staff, in 2005 as shown; and likely earlier, that some clever Lawyers created an avenue for CentralNic to undermine the United States based rules, for ".com" Domain Names; and take their enterprise to Holland and the RIPE System?

> <http://gnso.icann.org/mailing-lists/archives/registrars/msg03367.html> <

To: "Bruce Tonkin" <B////.T////@xxxxxxxxxxxxxxxxxxxx>, <registrars@xxxxxxxxxxxxxxxx>
Subject: RE: [registrars] Status report on single letter domain names
From: "//// /////" <john@xxxxxxxxxxxxxxxxxxxx>
Date: Tue, 20 Sep 2005 22:02:16 -0400

The reasoning was a reaction to such outfits as Centralnic, which sells 3LDs in <country-code>.com domains (e.g. <name>.uk.com). At one point in time, an un-named trademark attorney with apparently good connections had gotten his or her knickers twisted over whether the UDRP did, or did not, apply to Centralnic's 3LD registrations.

eNom / Demand Media: "Accommodating"

Addresses most everything, as required, under the ACAP, except 'control'.

eNom is NOT in "control" of either CentralNic or the RIPE system in Holland. Where they do have "control" is in the un-questionable "knowledge" they poses about the Internet Business and Domain Names, with the Registrant Rights and Responsibilities and the Registrar Accreditation Agreement.

I'd liken their "control" to that of a retailer, owning a Variety or Convenience Store, who, upon presentation of off-brand or Indian Reservation Cigarettes, has sufficient "knowledge" as to "control" the service, and decline the purchase, for resale, to the store owners clients.

To this point, eNom had "control" sufficient to "Know" that it's a fraudulent representation of a ".com" and that the language they use, is "Induce" and "Mislabel" > Inwood Laboratories v. Ives Laboratories - 456 U.S. 844 (1982)

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NETWORK SOLUTIONS LLC; VERISIGN INC.;
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AND ENOM, INC.,

Defendants.

Email to Lorraine, dated 17 November, 2012 10:31:02 AM EST.

Hi Lorraine: (Print to be sent to the Court.)

Here's a forward of an email sent yesterday, to Yourself & the other Attorney's involved in the above case.

Your [UK.com](#) email bounced it back, as there are limitations imposed by CentralNic, on the volume allowable. There were eight (8) more attachments, so I'll send them to you, individually.

Did you know that ICANN publish all the details? Perhaps you'd like to look! <http://www.icann.org/en/news/litigation/schreiber-v-dunabin>

The damages I've assessed against you are very minimal; and fair ... at only 500,000.00 Pounds Sterling, as You've been furnished ample opportunities to stand-down, but stoically stood on the proverbial "Bridge" without accepting the "life boats" sent, causing me significant damage.

The Court will be doing a review of the file on November 30th, for a late submission from eNom (*eNom filed on the day of 1st Hearing.*)

Happily ... those Attorney's grossly under estimated me, my presentation skills; and the significant amount of research & preparation done, as such, the Legal Council for eNom knew that the "Reading on Papers" is going to lead them into a Trial.

At the conclusion of the Hearing, on the 19th of October, eNom's Council made immediate arrangements for their "Star" Attorney to be flown into Washington, "Pro Hac Vice" for the Trial.

Have a look at the Biography <http://www.gtlaw.com/People/Wendy-M-Mantell?tab=fullBio> and You'll see the benchmark cases were "*settled on confidential terms*" ... so let that "star" navigate your thoughts & actions.

Since you'll likely desire filing suit against those who aided in Your "infringing" me; and all the evidence against them is filed, You'll have an easy case!

As You know, I've ceased for Rotary any settlement you maybe able to secure! In kindness, what I propose is, whatever settlement the Court grants You ... if any ... that's being pre-directed to a Rotary Club in England, I'll request that the Court ask Rotary, to issue You the local Tax receipt for the donation.

If Rotary are able to take the Court ordered settlement, I'll ask that You receive the Tax Receipt, which will help You off-set the 500,000 Your liable for, to me.

In my opinion, this lives up to the principles of ... Is it FAIR to all concerned? ~ Will it build GOODWILL and BETTER FRIENDSHIPS? ~ Will it be BENEFICIAL to all concerned? **I think so !**

Regards, Graham.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
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Begin forwarded message:

From: Graham Schreiber <graham_schreiber@landcruise.com>
Subject: US Federal Court - Schreiber V Dunabin - Documents for 1:12-CV-00853.
Date: 16 November, 2012 4:17:05 PM EST
To: epenson@jonesday.com, tzurawski@jonesday.com, jiliang@jonesday.com, pdenton@jonesday.com, wdkelley@jonesday.com,
hwinterfeldt@step toe.com, jengle@step toe.com, arubinstein@step toe.com, barger@gtlaw.com, MantellW@gtlaw.com, hopkinsj@gtlaw.com,
mckee@gtlaw.com, thyland@frahlaw.com, lorraine@landcruise.uk.com, info@landcruise.uk.com

Hello Attorney's for CentralNic, Network Solutions, VeriSign, ICANN, eNom / Demand Media and Lorraine Dunabin:
(A print-out to be submitted to the Court, as they don't accept emails into the Docket.)

Further to our Hearing in Alexandria, Virginia in connection with "Schreiber Vs Dunabin et al" of October 19th, 2012.

This Hearing was as you'll know, absent by one party! Lorraine Dunabin, oh ... *actually it's two parties, as WIPO left CentralNic high-n-dry!*

In the absence of Lorraine, I anticipate that the respective Lawyers of both Steptoe & Johnson, representing CentralNic, plus Greenberg Traurig, representing eNom, have been in communication with ... *their valued client* ... Lorraine Dunabin, explaining the proceedings to date, further comforting her, by explaining how she's become the subject of a precedent setting legal case, in the United States Federal District Court, in association with CentralNic's ~ DOMAIN NAME ~ that eNom sold, alongside / under / in the presence of ICANN accredited (legal) TLD's.

Attached please find a series of files, which constitute my Rebuttal's to our respective written communications, along with evidence documents / exhibits, which are being entered into the Court's Docket.

I felt that, in an "Abundance of Caution" it was necessary to summarize the days events, from my perspective, in written form, plus clarify "Accommodating" affirm the Jurisdiction & Venue issue as resolved, by showing continuous and systematic activities related to Alexandria and state a "Relief" value.

RELIEF: As this is being done, to the best of my abilities, as a "Class Action" lawsuit ... but presented by a Pro Se, the values are higher than standard cases, in general.

Lorraine - Release the UK Trademark, secured by Your willful desire to Infringe me, in the ".com" Domain Name Space, plus the .co.uk domain name, bearing the word "Landcruise" plus pay the USD equivalent of 500,000 POUNDS STERLING, which today is just under \$800,000 USD.

eNom / Demand Media. \$5,000,000 - FIVE MILLION, as you've damaged other businesses too, buy the sale of 3rd Level SubDomains.
ICANN. \$50,000,000 - FIFTY MILLION, " "

CentralNic; will be subjected to ICANN's rules of use for Domain Names, and all the fake ccTLD in your portfolio will be revoked & exiled. In addition to this, the Court will establish a mathematical value between the sums appraised for eNom & ICANN.

Network Solutions & VeriSign; the Court's have been requested to assign a fair mathematical fee somewhere close to, but slightly under, that established for ICANN.

Let me remind you, these amounts are predominantly being credited to Rotary; and the Youth & Vocation Training service the Club offers, not I.

Here are the files for your review

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

**UNITED STATES DISTRICT COURT
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GRAHAM SCHREIBER,
Plaintiff,

CASE NO. 1:12-cv-00852.

v.

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INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS;
AND ENOM, INC.,

Defendants.

**"Relief" - Explanation for absence of a well defined relief sought.
Relief Benchmark.**

RELIEF is Explained.

I'm bringing a unique set of "woven" circumstance to the attention of the United States Federal Courts, which have substantively & adversely affected not just myself alone, but sadly a vast number additional Brand / Mark, under the .com / Trademark and Copy Write owners.

The Courts having had an opportunity to hear my presentation, are now best suited to consider 'relief' on an overall basis, especially because I've gone so far as to identify **The World Intellectual Property Organization**, known as "WIPO" who by their own statement { <http://www.wipo.int/about-wipo/en/> } tell the World ...

"The World Intellectual Property Organization (WIPO) is the United Nations agency dedicated to the use of intellectual property (patents, copyright, trademarks, designs, etc.) as a means of stimulating innovation and creativity."

This **United Nations Agency** has clearly been implicated in activities unbecoming; and well outside their "Venue" and "Jurisdiction".

Having aided a "Domain Name Holder's" ability to "Ransom" genuine holders of the ".com" Mark in Commerce, as governed under Virginia, USA Law, is unacceptable.

WIPO worked in unison with CentralNic, fabricating a system that pretends to have the CentralNic's portfolio of Domain Names MASQUERADING as genuine ccTLD Country Codes, as sanctioned by the ccNSO, of ICANN is far beyond my Pro Se ability to punish.

The United States Government MUST retain full control of the Internet, and tell the UN where they may & may not act, on behalf of the United States.

I've been clear since the beginning! The 'relief' sought should be on a grander scale, as though I was presenting a Class Action Suite and substantive relief should be directed to 'my' Rotary Club and in varying ways to other Rotary Clubs around the World, as I choose.

Since I feel required to state a position of relief, as a monetary figure, I'll do just that, with a clear explanation of my assessment.

(Page 1)

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Web watch: Domain names | Technology | The Observer

" EXHIBIT B "

12-11-15 12:04 AM

theguardian TheObserver

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Web watch

Don't be dotconned

Buying up domain names is a mug's game, says Jamie Doward

Net news

Special report: e-finance

Jamie Doward

The Observer, Sunday 10 September 2000

Domain names are seen as the new real estate. A strong one helps to guide internet users to a company's website, which is why they can sell for the sort of fortunes made when the property market is soaring.

The domain name year2000 fetched \$10 million recently, while business.com went for \$7m. The UK owner of ebuy.com claims he turned down a similar sum for his domain name. The owner of America.com is offering it to anyone prepared to pay \$30m.

But experts are warning that many punters shelling out for names they believe will bring them riches are facing nothing but embarrassment and disappointment. The problem is that an increasing number of so-called domain names are not what they seem. Wily internet companies have started selling what are known as 'sub-domain' names, which cannot be registered and are largely worthless.

The sharp practice has been given impetus by Icann, the Internet Corporation for Assigned Names and Numbers, the world body which oversees the allocation of domain names on a not-for-profit basis. It is poised at its current meeting in Japan to ratify a new batch of domain name identities, known as 'Top Level Domains' (TLDs) because they are recognised globally. Typically, these include names ending in either .com, signifying a commercial web address, or .org, signifying a public organisation. Most of these have been bought up, and there is still huge untapped demand. Hence the batch of new names.

These will eventually include the suffix '.eu', an important signifier for companies wishing to show customers that they have a European presence.

However, the suffix has created confusion, - and internet firms have cashed in. One, CentralNic.com, bought 'www.eu.com' for an undisclosed sum, and is selling two-year licences to 'own' names such as Harrods.eu.com and Microsoft.eu.com at £80 each. Yet the addresses offered are not acknowledged as true domain names by the internet's official registration agencies. These agencies will recognise only those TLD names that end in '.eu' - for instance www.Microsoft.eu, rather than '.eu.com'.

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At this juncture it's best you communicate directly with the Court, regarding the settlement sums I've suggested. Hopefully, the Court will see me as "soft on crime" relative to the amounts of money gigantic corporations wield and increase the "relief" due.

In closing, let me not forget to remind Lorraine of this one other point! <> Should YOU decide to sue CentralNic & eNom for selling you ... TRASH ... be sure to read the original complaint filed against you, where knowing I was going to win; and that you'd been had, I advised the Court on Page 21 "Other Business" that 100% of any claim you may register, goes to Rotary, in England.

Sincerely,

Graham Schreiber. Pro Se.
905.637.9554.

UNITED STATES DISTRICT COURT
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INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS;
AND ENOM, INC.,

Defendants.

Update on Lorraine or her business:

Lorraine requested I sue her in the name of her business; and in earlier submissions I explained the position & history, behind my naming her, directly.

Consider this as beneficial to the other Defendants, in as much as it's perhaps slower for me.

If I addressed her request and re-wrote the summons, she { *HER BUSINESS - being her* } would have had to solicit an Attorney, in the Eastern District of Virginia, at considerable additional cost, to her.

While I'm not sympathetic, as she "Knowingly" and maliciously intending to use my brand, I laugh ~ heartily ~ that Defendant 1, actually got a bigger 'burn' by those who "knowingly" provided her the facilities desired, while making themselves liable for "Contributory Infringement".

Lorraine, as a licensee of the UK.com, **IS** obliged under the position at the 3rd Level Sub-Domain, to attend Court, and was absent.

Lorraine has already missed the Hearing; and may opt to miss the Trial. Missing the Trial & being found guilty, leaves her vulnerable, as, should she ever visit the United States, find a Federal Court Judgement, levied against her, for what I'm stating.

Which although should be considered "fair" is not truly "fair" ... in the grand scheme of things, as she was ripped-off; and could after trying to clear US Customs, end-up in a US Jail or certainly, deep trouble, beyond what is deserved.

Back to point! If Lorraine was to hire an Attorney, in the Eastern District of Virginia, she would be told that she was in fact the owner of a faux / fake / fraudulently represented ccTLD.

A Sub Domain, of UK.com ... a website; and simple Domain Name. Then, not only would you have a ... well researched Pro Se, struggling away, you'd have a local peer, confirming my allegation!

I foresee Loraine being charged. How then do I secure her FRAUDULENTLY secured UK Trademark, which she purchased, 100% on the premise, that as the owner of a ".com" {supposedly} under / by license at UK.com ... at the 3rd Level, of a Sub-Domain, gave her some form of in-use rights.

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Simple, as per: **3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record** and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. **A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the current contact information provided by the licensee and the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm.**

I'm sure this is Your escape route; however, I know that the Court WILL NOT find that either CentralNic, or eNom / Demand communicated with sufficient clarity, to their prey. Further, manipulation of the "Whois" is not a fair representation to either Your client (Lorraine Dunabin) or those seeking accurate "whois" data.

MAY I REQUEST THE COURT, INSTRUCT THE LAWYERS FOR BOTH CENTRALNIC & ENOM / DEMAND MEDIA, TO DO THE FOLLOWING:

- A) Explain to Lorraine how the purchase of "Landcruise" at the 3rd Level of the UK.com ~ domain name ~ has drawn her into the realm of this Court, having violated a bona fide US Rights holder.
- B) Explain the harsh realities of being found guilty, of a crime, in the US Federal Court, should she ever visit the United States, even though she's a third, but guilty none the less, party.

In kindness ... I know that as nasty an undertaking as what Lorraine has done; by no means, what so ever, should she be subject to ... *very sever consequences*, such as prison, temporary detainment, or entry denial, into the United States, relative to this action, which she executed with "intent".

Make no mistake, I want suitable "relief" ... but I don't want any harsher realities imposed, that the "long arm" of American Law, may have, or exercise upon her.

However; I'm not sympathetic to either CentralNic or the others.

CentralNic: Review of Terms, in part.

CentralNic. Review of Terms, in Part. In the purchase contract text published by CentralNic, as pasted below is a portion of the Terms & Conditions, with the website link, which raises a question

If I was Ms. Dunabin, I'd be asking *If I've bought such a 'legal' product, how now am I being sued by the owner of Landcruise.com , for my use of Landcruise under another DOMAIN NAME of UK.com ?*

It's because she has willfully bought into CentralNic's & eNoms "Inducement" because she wanted to "Mislabel" her "Trading as" business, as a Landcruise, without my sanction as the 1st and the only person entitled to present "Landcruise" in association with a ".com".

UNITED STATES DISTRICT COURT
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Here is the published word, which is, beyond question "Inducing" and enabling a "Mislabel" ...

CentralNic's domains provide an alternative to the existing Top Level Domains (TLDs) and Country Code Top Level Domains (ccTLDs), allowing the creation of a simultaneously local and global Internet Identity.

<https://www.centralnic.com/support/terms/domains>

The following terms and conditions apply to the registration of domain names, provision of a domain name service and optional additional fees or paid services provided by CentralNic Ltd ("CentralNic") and or other third party providers. These terms are applicable to domain names from ccTLD and gTLD ("TLDs") registries using CentralNic as their Registry Service Provider. For the purposes of these terms and conditions, any references to the registration of a domain name includes, without limitation, the provision of the associated domain name service.

1. You acknowledge that the fulfillment by CentralNic of certain domain name services are subject to oversight by third parties, including, without limitation, the rules, regulations and policies of the Internet Corporation of Assigned Names and Numbers ("ICANN"), the U.S. Department of Commerce, the registry administrators of TLDs and certain contractual agreements between CentralNic and such registry administrators and other service providers (collectively, as they may be amended from time to time, the "Third Party Obligations"). Notwithstanding anything to the contrary herein, CentralNic reserves the right to modify its domain name services in order to comply with any such Third Party Obligations.

eNom / Demand Media: Review of Terms, in part.

eNom / Demand Media. Review of Terms, in part. In the purchase contract text published by eNom (copied & pasted from earlier inquires.)

Same basic principles & observations apply, as communicated to CentralNic.

DOMAIN REGISTERING FIRM'S RULES:
http://www.enom.com/terms/wbl_terms.asp

3. Your Advertising Content Guidelines. You acknowledge and agree that in order for eNom to maintain the integrity of the Business Listing Services, You are subject to this Service Agreement and the other terms and conditions in the eNom Registration Agreement. eNom may, in its sole discretion, reject, cancel, or remove, at any time, any Advertising Content from the Business Listing Services for any reason without prior notice to You.

eNom will not be liable in any way for any rejection, cancellation or removal of any Advertising Content. You represent and warrant that: (a) **You have all necessary authority to enter into this Agreement;** (b) You will comply with all applicable laws; (c) that all text, data and information submitted by You for display as the Advertising Content is true, accurate, and complete; and that (d) **any use and display of the Advertising Content shall not: (i) infringe or violate any patent, copyright, trademark, service mark, trade secret, or other intellectual property right of a third party, including any right of privacy or publicity; (ii) violate any federal, state or local laws or regulations or foreign laws; (iii) contain material that is pornographic, obscene, vulgar, defamatory, libelous, fraudulent, misleading, threatening, hateful, or racially or ethnically objectionable at the sole opinion of eNom; (iv) condone or participate in any activities designed to harm minors in any way; or (v) condone or participate in activities designed to impersonate the identity of a third party; or (vi) be likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity.**

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When the domain name was purchased; based on the service agreement rules; Greg Wheeler & Lorraine Dunabin, would have then known that ... <http://www.enom.com/terms/drp.asp>

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

(i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

Through research of various Mediation conflicts, UDRP's and WIPO, eNom would have known that issues with CentralNic's, 3rd Level Sub-Domain's were creating problems, between the mid-1990's and 2004, to a point where they should have avoided them