

No. \_\_\_\_\_

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In The  
Supreme Court of the United States.

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In re: GRAHAM SCHREIBER, Pro Se.  
Petitioner.

V

INTERNET CORPORATION FOR ASSIGNED  
NAMES AND NUMBERS ~ ET AL.  
Respondent's.

\_\_\_\_\_

PROCEDURE ON A PETITION FOR AN  
EXTRAORDINARY WRIT. [Rule 20.]

\_\_\_\_\_

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UPS Store #1736. Washington, DC. (202) 371-0065

# I

## QUESTIONS PRESENTED ~ Rule 14. 1(a)

### ICANN:

Why, having control & monitoring over the ".COM" instrumentality, as host & sponsor used to Infringe myself and others, at the Contributory level, by your "Accredited" registries, Capital "R" or Lowercase "r" as strategically applicable and simultaneously "It's" and "Their" respective "Uses" how can you divest yourself of "causation" to the acts of contributory trademark infringement existing at the common law level, when I'm able to link the Parties involved in this Lawsuit to (1) knowledge of the infringement and (2) control of the infringing instrumentality, in various direct & entwined ways, with knowledge as required, showing ICANN Et Al

## II

defendant's (a) intentionally induced a direct infringer to infringe [ AND ] (b) continued to supply its products or services to one who it knew or had reason to know was engaging in trademark infringement?

Why, having direct control and monitoring, over VeriSign via transaction reports of the ".COM" instrumentality used to infringe, have you not executed Your RAA, Section 3.7.7.9 upon the Et Al Parties?

Through ICANN's Et Al "R" or "r" calibre registry accreditation, as the host & sponsor of all Internet & Online service provider's for Domain Names, why have you exposed yourself to contributorily liability for the third party's online

### III

infringing activities, being "willfully blind" to the many publicly known factors, including:

- The company(s) knowledge of third-party infringement(s);
- The amount of control the company can exert over third-party infringers; and
- The Spurious Mark ccTLDs in which action against the contributory infringer(s) is being taken, via the dilution of the United States based ".COM"

How have you not known that Domain Name Registrant's "Mark Owner's" and trademark owner's alike, can show with ease, that ICANN Et Al, are host(s) and sponsor(s) each in participating ways, each possessing an ability to stop the direct

## IV

infringement by ceasing to provide its services to the direct infringer, which is CentralNic's UK.com?

Why ICANN, in this Case having the "knowledge" that UK.com isn't listed as a TLD, a ccNSO ccTLD or a NewTLD after the ICANN meeting in Japan in 2000, when the first Domain Name expansion happened fourteen years ago, into "Accreditation" within the IANA Root, didn't You enforce the RAA?

How ICANN did it escape your observation, that CentralNic's UK.com, published as a Domain Name Registrant in the "Whois" Database, as a retail client of Network Solution and VeriSign, wasn't an Infringer or Diluter of ".COM"?

Why, since my first effort to report this violation by CentralNic of your RAA's, Section 3.7.7.9, since the May 12th, 1999 issue, conducting "Contributory Infringement" have you not enforced the ICANN RAA Rule's, which You as Host or Sponsor are obliged to impose on violators.

Why have you let CentralNic use their Domain Names to "Dilute" & "Infringe" without exception, every "whatever.com" with "whatever.US.COM" which is a violation of the overarching, In Personam, United States Law 15 U.S. Code § 1125 - False designations of origin, false descriptions, and dilution forbidden, which regulates the ".com" TLD under the Lanham Act's ACPA?

## VI

Why have you let CentralNic market their Domain Names, defined by Dr. Gurry under his NTIA chosen WIPO Leadership, as “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.” when under the United States Law, 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services, section (a)(2) “knowing that a counterfeit mark has been applied thereto, the use of which is likely to cause confusion, to cause mistake, or to deceive,”

## VII

Why, when “UK.com” is a “Spurious Mark” of “.COM” have you been “causation” to CentralNic’s willing & nefarious clients, herein as Defendants Alco Leisure Limited, Lorraine Leslie Dunabin & Andrew Wheeler, becoming exposed to a Lawsuit of this “extraordinary” magnitude, for violation of United States Law, 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services, under section (a)(1)?

Why, have you allowed CentralNic, with support from both Network Solutions & VeriSign to manipulate the Whois database, “contributing” their “induced” “dilutive” and “infringing” UK.com & other Domain Name’s codes, or program data codes, above that of the SUBDOMAIN data, violating the RAA, Section 3.7.7.9?

## VIII

Why have you allowed Network Solutions, Enom / Demand Media & Webfusion / 123Reg to market, present and intimate vigorously, that the “spurious marks” peddled are ICANN “accredited”?

Why do ICANN, Network Solutions, VeriSign, Enom & Webfusion see fit to recuse themselves from individually & collectively aiding and abetting violation’s of both United States Laws, 15 U.S. Code § 1125 and 18 U.S. Code § 2320?

Knowing CentralNic’s Domain Name, UK.com was denied New TLD status in Yokohama, July 2000, why thereafter, did you allow CentralNic to avoid the United States Law’s mentioned above; and venture “offshore” to WIPO, where CentralNic secured “Supplemental Rules” for their “Spurious Marks”?

## IX

### NTIA / GAC:

Why have you participated with ICANN in giving “disparate treatment” to CentralNic?

Why, since the NTIA document of October 7th, 1998, when the United States asked WIPO to convene; and create what became the UDRP, “under the leadership of WIPO’s Dr. Francis Gurry” didn’t you exercise vigilance over their activities generally?

Why weren’t you monitoring WIPO’s activities, under the “Leadership” of Francis Gurry, sufficient to notice between 2001 and today, the creation of “Supplementary Rules” for UK.com letting it “fall between the cracks” when this Domain Name is 100% within the "normal jurisdiction of ICANN" & United States Law?

Why, as NTIA / GAC have you let ICANN and the other Defendants, individually & collectively violate the RAA of May 24th, 1999 per Section 7(g) and the RAA's Section 3.7.7.9, as these Rules expressly forbid "Infringement" which lead to the "contributory" activities, noticeable in the manipulated Whois Database hierarchy?

Why as a Branch of the United States DoC obliged if not by worded contract, but by moral obligation, to protect American consumers from harm, have You not reined in ICANN or WIPO's Leader being GAC witness to the evolution of CentralNic, since participating at ICANN in May 1999, at the DNSO Constituency Group Formation Process talks, or meetings?

## XI

Why in this same capacity as a branch of the DoC, cognizant of the RAA's related to Domain Names, under ACPA; and of the greater Law's, 15 U.S. Code § 1125 and 18 U.S. Code § 2320 didn't you intervene and terminate the activity?

If the NTIA / GAC was oblivious to above, why didn't You initiate an investigation, given substantive impetus from my communications and "Tweets"?

As the NTIA / GAC was advised, why didn't You immediately advise Network Solution, ICANN & VeriSign that CentralNic had secured "disparate treatment" from WIPO's Dr. Gurry, outside the United States prevailing Law's for Domain Names, like "UK.com" which DO NOT "fall

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between the cracks" of ccTLD and GTLD registries and outside the normal jurisdiction of ICANN.”?

DR. FRANCIS GURRY:

As the gentleman at WIPO chosen by the NTIA in, or just prior to, October 1998 to assume the “Leadership” of WIPO’s systems for resolving trademark & domain name disputes, predating the MoU creating ICANN, how is it that you weren’t 100% knowledgeable by May 25th, 2001 of the many difference’s between a Domain Name, a Domain Name Registrant, a TLD or ccNSO, ccTLD; and the as yet only slightly visualized “New TLDs” when CentralNic wrote asking for support?

### XIII

Knowing CentralNic's Domain Name "UK.com" was denied "New gTLD" status at ICANN's meeting in Yokohama, July 13th-17th, 2000, why, thereafter in 2001 when approached by CentralNic, did You begin making "Supplemental Rules" for them, inside WIPO, to avoid US Law's?

Why were you "willfully blind" of the United States Law that predated the ACPA, but was still an integral part of the Lanham Act, known as the Federal Trademark Dilution Act 1995, which became effective from January 16th 1996?

In December 2001, when you would've seen JCB Equipment D2001-1484, come before WIPO for "Infringement" by MSD (Darlington) Limited, did it not become immediately apparent that helping

## XIV

CentralNic may likely expose You to examination by this United States Supreme Court; for violating US Law, by somebody unwilling to participate in “non binding” UDRP, opting for the Court of competent Jurisdiction?

In this case the “Registrars” were listed as Network Solutions & CentralNic! How, or better asked why, as “Leader” of WIPO didn’t you have pause; and see “RED FLAGS” as CentralNic was simultaneously in violation of both United States Laws of 15 U.S. Code § 1125 and 18 U.S. Code § 2320, in a multiple of classifications, parts, or sections of the Laws in a peculiar blending of the two?

Why in 2002 when there was some question about CentralNic' status, with Aventis, didn't you consider EU.com to be a subject of the ACPA of 1999?

Why thereafter, have you been "willfully blind" to United States Law and the blatant "dilution" of a "bona fide" "source identifying mark" being ".com" "knowing" that branded goods or services, named under a "created word mark" equal USPTO worthy Trademark's and qualify in large measure for "registration"?

Why didn't you know CentralNic was obliged to ICANN's RAA and United States Law "In Personam" because they were in "continuous & systematic contact with the forum State" as a client of Network Solutions and VeriSign?

Continuous to this, that UK.com was being employed as a “Spurious Mark” and that CentralNic’s “Uses” has a direct; and negative contributory “effect on United States consumers” that would result in harm?

VERISIGN INC:

Why during your short time as the Corporate Owner of Network Solutions, did you not enforce the “Service Agreement” or the RAA, Section 3.7.7.9, as obliged, under contract to ICANN and with, or under the NTIA / GAC?

Why since 2003 have You failed to enforce the co-operatively contracted ICANN RAA Section 3.7.7.9, knowing "The Registrar Accreditation

## XVII

Agreement (“RAA”) is the contract that governs the relationship between ICANN and its accredited Registrars, as well as the terms of maintaining accreditation to register domain names." ?

Why, being the exclusive Registry of “.com” having control over the instrumentality used to infringe, as host or sponsor, as “Global Registry Services” supplier to “accredited” ICANN / IANA ccNSO ccTLDs, and supplier of systems to the RIPE Net in Holland, with sophisticated tools created in-house, specifically the DNSSEC Analyzer & Debugger, to monitor, didn’t You notice the “dilutive” “spurious mark” ccTLDs in your “.COM” system, or at the many ICANN meetings; and move to enforce the Rules?

## XVIII

Why, under “The Name Store ccTLD” services didn’t it become apparent that CentralNic was “diluting” the “.com” under your ICANN & NTIA Registry control; and that this “dilution” was a well engineered act of “contributory infringement” which goes so far as to be “Trafficking” in “source identifying marks” = Brand Names, online & offline, with & without “.COM” all having an “effect on American consumers” violating the RAA in addition to Law’s 15 U.S. Code § 1125 and 18 U.S. Code § 2320.?

### NETWORK SOLUTIONS:

Why haven’t you done your part co-operatively with the NTIA, prior to ICANN’s creation, to enforce the RAA rules against Domain Name Infringement?

## XIX

Why since ICANN's creation; and under the NTIA / GAC Rules, have You failed to enforce the rules, regarding Domain Name Infringement, as published in RAA's at 3.7.7.9, since May 24th, 1999?

Why haven't you enforced your own "Service Agreement" at Section 11, which expressly explains the rules for using Domain Names; forbidding Infringement, under penalty of Termination of use?

Why are you aiding & abetting the criminal violation of 15 U.S. Code § 1125 - False designations of origin, false descriptions, and dilution forbidden, plus 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services, section generating revenue from the "dilution" of the UK.com Domain Name, that

CentralNic Registered with You, which are subject to  
RAA Rules under ICANN & VeriSign?

Why are you “diluting” & “trafficking” “.com”  
“source identifying mark’s” & Branded-  
CreatedWord.com Domain Names, when they’re  
“bona fide, in use” as Trademarks [unregistered] and  
also registered trademarks, at the USPTO?

Having [bjw@ballardspahr.com](mailto:bjw@ballardspahr.com) educate your  
clients about Trademarks at “NSI Blog 2008,  
Trademarks 101” then at “Free Webinar on  
Trademarks, IP and Domain Names 2009” and again,  
with “The Internet and Your Brand” as  
[bwinterfeldt@step toe.com](mailto:bwinterfeldt@step toe.com) ~ Why is Network  
Solutions with such venerable knowledge, providing  
all the “Inter State Commerce” service’s required for

a “Trademark” branded “word-mark” to become “Registered” at the USPTO as a Domestic, or International TM?

Why must Your “.com” “Service Agreement” clients & ICANN RAA protected Domain Name Registrant’s be obliged purchase Sub-Domain Names of our own, under “Spurious Mark’s” masquerading as ccTLD’s?

Is not obliging “defensive registration’s” inside CentralNic’s “diluted” SubDomain Name’s not the purest form of Racketeering. per Section 18?

Having correctly in law isolated yourself from “Contributory Infringement” in the “Lockheed Martin Corporation v. Network Solutions, Inc.” case, selling “genuine” “ICANN Accredited” “.com” TLD’s,

please will you tell the Court why it's not "contributory infringement" or even racketeering, when you employ & resell, a Domain Name Registrants UK.com Domain Name, subject to the RAA, plus Law's 15 U.S. Code § 1125 and 18 U.S. Code § 2320 and RAA 3.7.7.9, as a "diluted" & "infringing" Sub-Domain Name, expecting people like me, to buy Defensive Registrations, for our own protection against Infringement, "knowingly" contributed to?

Knowing of Your own "Service Agreement" Section 11, how do you NOT KNOW your clients Domain Name's use blatantly conflicts with part (i) and (vi) as it fails to "comply with all applicable laws and regulations."

## XXIII

Beyond Your own Service Agreement Section

11, the RAA's, United States Federal Law 15 U.S. Code § 1125 - False designations of origin, false descriptions, and dilution forbidden, plus 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services, I ask, when the service or product being sold, is a SubDomain of your client CentralNic; and CentralNic's "ICANN Accredited [R]registries selling "False Designation ccTLD's" how do you consider your participation as NOT selling a portfolio of "spurious marks" all of "which is likely to cause confusion, to cause mistake, or to deceive."?

ENOM / DEMAND MEDIA:

Why weren't you cognizant of the fact that the Domain Name UK.com, CentralNic is "diluting" is subject to the ICANN, VeriSign & Network Solutions RAA, Section 3.7.7.9 and that the "induced" clients would generally be "infringing" as the unwelcome "simultaneously local and global Internet Identity." using a spurious "alternative to the existing Top Level Domains (TLDs) and Country Code Top Level Domains (ccTLDs)" and then intimate "ICANN Accredited" in your own marketing?

Why, with the vast knowledge of the Domain Name System, TLD's, New gTLDs, RAA's and the relationship of this to United States Law 15 U.S.

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Code § 1125 - False designations of origin, false descriptions, and dilution forbidden; did you participate in “contributory infringement” & the “dilution” of peoples “.com” enterprises, with CentralNic?

Why, knowing of the United States Law 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services; did you engage in aspects of both (a)(1) “knowingly uses a counterfeit mark” and (2) traffic in “Labels” or “packaging of any type or nature, knowing the counterfeit mark has been applied thereto, the use of which is likely to cause confusion, to cause mistake, or to deceive,” ?

WEBFUSION / 123Reg:

Why weren't you cognizant of the fact that the Domain Name UK.com, CentralNic is "diluting" is subject to the ICANN, VeriSign & Network Solutions RAA, Section 3.7.7.9 and that the "induced" clients would generally be "infringing" as the unwelcome "simultaneously local and global Internet Identity." using a spurious "alternative to the existing Top Level Domains (TLDs) and Country Code Top Level Domains (ccTLDs)" and then intimate "ICANN Accredited" in your own marketing?

Why, with the vast knowledge of the Domain Name System, TLD's, New gTLDs, RAA's and the relationship of this to United States Law 15 U.S. Code § 1125 - False designations of origin, false

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descriptions, and dilution forbidden; did you participate in “contributory infringement” & the “dilution” of peoples “.com” enterprises, with CentralNic?

Why, knowing of the United States Law 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services; did you engage in aspects of both (a)(1) “knowingly uses a counterfeit mark” and (2) traffic in “Labels” or “packaging of any type or nature, knowing the counterfeit mark has been applied thereto, the use of which is likely to cause confusion, to cause mistake, or to deceive,” ?

## XXVIII

### CENTRALNIC:

Why, having been denied “New TLD” status at the ICANN meeting Yokohama, July 13th-17th, 2000 did you seek support from WIPO’s Francis Gurry, in 2001, having him undermine not just ICANN’s RAA Rule 3.7.7.9, but also the United States Law 15 U.S. Code § 1125 - False designations of origin, false descriptions, and dilution forbidden; an activity which leads to violating 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services?

Why, based on Your direct, contributory & dilutive “Uses” of and employment revenue from the Spurious Mark, weren’t you aware that such conduct violated United States Law 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services; aspects

## XXIX

(a)(1) “knowingly uses a counterfeit mark on or in connection with such goods or services,” and (2) “trafficking in labels, ... or packaging of any type or nature, knowing that a counterfeit mark has been applied thereto, the use of which is likely to cause confusion, to cause mistake, or to deceive,”?

Why, having a United States citizen, listed as Director, with 5% or more ownership at CentralNic [Organic Names] who was also a “partner” of Cleveland, Ohio based Squire, Saunders and Dempsey, at their London office, “a leading Internet advisor” weren’t you cognizant of the United States role in ICANN, the RAA and that the “.com” was subject to the Court of competent Jurisdiction & Venue of the United States, as a “source identifying mark” [at two (2) levels] and critically, that those

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who violate the Terms of Use were [are] subject to this United States Court for penalties “In Personam” given your business presence here, with Network Solutions & ICANN?

Why did you “Induce” the “Infringement” of not just My business, but 100% of the “whatever.com” business owners, causing us substantive aggravation, diluted business from / by your unwelcome “contributory” business affiliation, as a “whatever.UK.com” from / by your revenue clients, using the Spurious Mark’s of UK.com, US.com etc, impacting us with financial harm’s?

Why, in the marketing of Your spurious marks, that contributorily Infringe & dilute all victims, do you and Your ilk intimate “ICANN Accredited” when

Your Domain Names aren't "accredited" by ICANN as ccNSO ccTLD's, let alone even "New TLDs"?

What incentive does WIPO's Dr Francis Gurry get, for having created the illusion that "UK.com" "US.com" ~ "EU.com" ~ "JPN.com" etc, etc, had relevance equal to a genuine ccTLD, with his "Supplemental Rules" created?

If your not a "Contributory Infringer" why have you manipulated the "Whois" by one layer, placing / including your own "Contributing" and "Dilutive" Codes into the "Whois" which connect "UK.com" to the "Infringing" Alco Leisure Limited business, resulting in the creation of the undesired "dilutive" ~ "infringing" and "simultaneously local and global Internet Identity" called

## XXXII

Landcruise.UK.COM attracting and effecting American consumers, by leading them to believe Your diluted version of Landcruise, is the one sanctioned by Me?

Who at ICANN, the NTIA / GAC, Network Solutions or VeriSign was it that authorized Dr Francis Gurry to fabricate the “Supplemental Rules” which have given you “disparate treatment” so much so, that with the related permission You’ve created your own:

“Rules for CentralNic Dispute Resolution Policy”

“Dispute Resolution Policy”

“Mediation Rules”

“Mediation Procedure”

### XXXIII

Who, of all the Domain Name Registrants, subject to the “.com” RAA, in the world are permitted by ICANN, the NTIA / GAC, Network Solutions, VeriSign or WIPO to mediate between the Infringed; and their own revenue clients, other than You? Is such mediation, not a Conflict of Interest?

ICANN, NTIA / GAC, DR. FRANCIS GURRY,  
CENTRALNIC, NETWORK SOLUTIONS,  
VERISIGN, ENOM / DEMAND MEDIA and  
WEBFUSION / 123REG.

How is it not “trafficking” when your all participating in, or supporting, the “causation” to “induce” the “infringement” of all Domain Name’s, “diluting” their Worldwide singular prestige, with

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the “spurious marks” which makes the infringer appear to be a “simultaneously local and global Internet Identity” of the Infringed?

Of the companies below, how many delighted in Mediation’s provided, before being sent to endure the costly imposition of “Supplementary Rules” created by WIPO’s Francis Gurry, at your direction?

JCB Equipment D2001-1484.

Aventis D2002-0895.

Coca-Cola D2009-1741.

Oakley D2011-1416.

Swarovskiuk D2012-0176.

Cisco D2012-0563.

Zippo D2012-0249.

Plenty of Fish D2012-1328.

Vanguard D2013-0746.

Canopus D2014-0293.

## XXXV

Based on a ratio of 1 WIPO financially harmed victim, one can reasonably calculate that 10,000 other “diluted” & “infringed” Domain Name Registrants were either “Mediated” into submission, or predominantly, defused & deflated, having read the Rules CentralNic enjoyed imposing, being a definitive form of Disparate Treatment, outside the RAA Rules.

So, why is it fair that You, aided by ICANN’s Et Al Defendants, in whole or in part, should be able to obliterate the hopes & dreams of some 100,000 global business enterprises, who’s business names, are “marks in commerce” protected within the Jurisdiction & Venue of the Federal District Court, in Alexandria, Virginia?

ICANN, NTIA / GAC, CENTRALNIC, VERISIGN,  
NETWORK SOLUTIONS, ENOM & WEBFUSION:

How is the “Defensive Registration” obliged not “Racketeering” when my ONLY available option was: Buy my Domain Name [again] in the dilutive, spurious mark formate, as created by CentralNic; and sold retail as Capital R, “ICANN Accredited, Registries” “on a first come first serve basis” or have my Domain Name / Source Identifying Mark, Trademark / business name, “trafficked” to an “induced” entity, based on nefarious marketing to the end-user, “infringer” via the “contributors” and those who were the “causation” failing to enforce the RAA; related Law?

## XXXVII

Why, since the “.com” frenzy & bubble, don’t you know that brands with a “.com” designation are “famous” as per 15 U.S. Code § 1125 (C)(2)(A)(i)(ii) (iii) when the good’s & services linked on the internet, present with a businesses Trade Name / Service Name, equalling a Trademark as unregistered, which are all Source Identifying Marks, in their own right, on a triplicate level, in the order of “.com” followed by “Brand/Service.com” in association with the contemporary, pre-internet presence of “Brand/ServiceName” are “widely recognized by the general consuming public of the United States as a designation of source for the goods or services of the mark’s owner”?

## XXXVIII

A “fame” that CentralNic’s “spurious marks” were designed to traffic the “induced” and equally willful “infringer” to “dilute” a businesses global “fame” as “simultaneously local and global Internet Identities” of other peoples businesses.

### ALCO LEISURE LIMITED:

As an established, expandable, bespoke & recognizable “Alco” branded “Management” business, established on March 26th, 2007 conducting business from the legal primary address of a Residential Home, in Chichester, how, as a new “Alco” “Leisure” business did the company pivot from the fine, established & recognizable “Alco” “Trading Name” registered to do “Leisure” Motorhome Rental’s, on

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September 30th, 2009 suddenly decide to become our  
unwelcome, dilutive & infringing “.UK.com” Brand  
Ambassador?

Was the Domain Name of  
AlcoLeisureLimited.com not available at eNom /  
Demand Media, on October 12th, 2009?

Did either “Alco” “Management” or “Leisure”  
consult Me, the owner of both Landcruise.com &  
Landcruise, the famous brand owner of services,  
familiar to & marketed to, United States Consumers,  
via the Virginia based “.com” ask if I desired “the  
creation of a simultaneously local and global Internet  
Identity” to be operated by Lorraine Lesley Dunabin  
& Andrew Wheeler, as Landcruise.UK.COM on  
October 12th, 2009?

Why, having been thoughtfully well informed about the Jurisdiction & Venue of “.com” the related ICANN, Verisign & Network Solutions RAA, Section 3.7.7.9 and the relationship of CentralNic, to Network Solutions as a Domain Name Registrant, has Alco Leisure Limited continued to infringe my Domain Name?

Why also having been informed about the Lanham Act ACPA 15 U.S. Code § 1125 has Alco Leisure Limited continued to: “uses in commerce any word” { Landcruise } and a “false designation of origin, false or misleading description of fact” { UK.com = Spurious Mark. } which conveys a “false or misleading representation of fact, which-(A) is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or

association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person, or”

Venture even further, violate section: “(B) in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person’s goods, services, or commercial activities,” having been shown the “inducing” marketing text of CentralNic, quoting “simultaneously local and global Internet Identity” not have the presence of mind to cease & desist?

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Why, didn't Alco Leisure Limited study further; and read: "(2) Definitions (A) For purposes of paragraph (1), a mark is famous if it is widely recognized by the general consuming public of the United States as a designation of source of the goods or services of the mark's owner." and accept that Landcruise.com & Landcruise met those standards?

Why didn't Alco Leisure Limited, digest above and recognize that ".com" is protected, under United States Law's, as a "First in Use" rule, when: "Use is established by providing the date of first use of the mark anywhere and the date of first use of the mark in commerce, as well as submitting a specimen (example) showing how you use the mark in commerce." knowing that Alco Leisure was marketing in Cyberspace, per "(d) Cyberpiracy

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prevention” why critically, did the business continue to actively violate sections (1)(A)(i)(ii)(I) and (II)?

Why, having a Corporate interest in self preservation; and to avoid Criminal prosecution in the United States, would Alco Leisure Limited NOT read this aspect of United States Law, as also furnished, being Section 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services?

Did Alco Leisure Limited decide to continue to “traffic” goods & services, with a “diluted” version of my “Domain Name” a protected business asset, as illustrated in the previous question, read further and notice: (a) Offenses.— Whoever intentionally— (1) traffics in goods or services and knowingly uses counterfeit mark on or in connection with such goods

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or services, (2) traffics in labels, patches, stickers, wrappers, badges, emblems, medallions, charms, boxes, containers, cans, cases, hangtags, documentation, or packaging of any type or nature, knowing that a counterfeit mark has been applied thereto, the use of which is likely to cause confusion, to cause mistake, or to deceive, .... take pause, then read (b) Penalties- (1)(A) as a “person other than an individual” not be deterred from continuing, facing a fine, “not more than \$5,000,000;” ?

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LORRAINE LESLEY DUNABIN

and

ANDREW WHEELER.

Why did you both, acting as “if an individual” not read the ICANN, RAA document furnished, drawing your collective attention to Section 3.7.7.9?

Why, acting as “if an individual” didn’t you both read the documents sent, containing the legal connection & protections of a Domain Name, utilizing the “.com” under the United States Law as per last question, reflect on Section (d)(1)(A)(i)(ii)(I) and (II) which brings Law 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services, upon You both; sufficient for you to willingly stop the “dilution” of my Domain Name, by “infringement” with the

“spurious mark” of UK.com, that You’d stop “trafficking” my branded services to American consumers, in the face of \$2,000,000.00 penalty, [each] equalling \$4,000,000.00 collectively, plus the prospect of imprisonment?

In the full course of communications related to this Lawsuit, have you, “if an individual” taken legal Council, “formally” or “in formally” from a United States Attorney, licensed to practice law in the Jurisdiction(s) & Venue(s) of: Los Angeles, California, or New York, New York, or Alexandria, Virginia?

XLVII

“if [as] an individual” You have had communications as questioned above, what was the name of the Attorney, or Attorney’s, what Firm employed them, at the time and what Council did they furnish, verbally or written?

XLVIII

STATEMENT OF PARTIES. Rule 14. 1(b) & 20.3(a)

The following are Defendant Parties to proceedings.

ICANN “et al”	Defendant (1)
NTIA / GAC	Defendant (2)
DR FRANCIS GURRY	Defendant (3)
NETWORK SOLUTIONS.	Defendant (4)
VERISIGN INC dba Global Registry Services.	Defendant (5)
ENOM / DEMAND MEDIA.	Defendant (6)
WEBFUSION / 123-Reg.	Defendant (7)
CENTRALNIC LTD. Registrant ID:MNTC8C27767941. Client # CNIC-DO659590.	Defendant (8)
ALCO LEISURE LIMITED.	Defendant (9)
LORRAINE LESLIE DUNABIN ANDREW WHEELER	Defendant’s (10)

XLIX

RULE 29.6  
CORPORATE DISCLOSURE STATEMENT.

In Re Petitioner, GRAHAM SCHREIBER is  
100% Owner of “Landcruise” the Source Identifying  
Mark, protected under & obliged to United States  
Law’s “In Personam”.

Landcruise ~ As USPTO Trademark Registered.

Landcruise.com ~ As Domain Name Registrant.

Landcruise.us ~ As Domain Name Registrant.

Landcruise ~ As CIPO Trademark Registered.

Petitioner is reporting Intellectual Property  
Crime’s against US Industry, which exposes US  
Consumers to harm, as Qui Tam for the benefit of the  
DoC, FTC, FCC, USPTO ~ Against the NTIA / GAC.

L

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## TABLE OF AUTHORITIES.

Your Honour's the Case Law quoted below appear as navigation points & educational benchmarks; and are referenced in my Questions Presented, Statement of the Case and elsewhere, because each of the Defendant's questions are similarly related, but unique, such that this Lawsuit encompasses all manner of "Uses" as Host, Sponsor, Median User's all having actual and constructive knowledge that the users, collectively & individually, of its services are engaging in trademark infringement, because each Defendant, having freewill has exercised it's part of "Control over the Instrumentality Used to Infringe" making this Lawsuit fully "exceptional" and "extraordinary" .

“Bosley Med. Inst., Inc. v. Kremer, 403 F.3d 672, 680 (9th Cir. 2005) (quoting DaimlerChrysler v. The Net Inc., 388 F.3d 201, 204 (6th Cir. 2004)). Cybersquatting can be understood as registering a domain name associated with a protected trademark either to ransom the domain name to the mark holder or to divert business from the mark holder.” [1]

---

[1] CentralNic is a Domain Name Registrant is subject of ICANN’s RAA, Section 3.7.7.9 & US Laws 15 U.S. Code § 1125 - False designations of origin, false descriptions, and dilution forbidden and 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services.

Footnote [1] Continued.

ICANN, VeriSign, Network Solutions, Enom & Webfusion hold people ransom, with the expectation of “Defensive Registrations” of Spurious Mark ccTLDs.

The Lanham Act protects Domain Names, as Marks of Source, in 15 U.S. Code § 1125 Section (d) Cyberpiracy prevention, which act as Trademarks, for business; and doesn't demand “Registration” ~ saying “registration of a mark is not mandatory.”

See: [http://www.uspto.gov/trademarks/about\\_trademarks.jsp](http://www.uspto.gov/trademarks/about_trademarks.jsp)

The intent of Alco Leisure Limited, the business; and both Lorraine Leslie Dunabin with Andrew Wheeler as “if an individual” “is to divert business from the mark holder.” As “Induced” but willful “Infringers” they bought into the marketing of UK.com as ... “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.”

LIV

LOCKHEED MARTIN CORP.

v.

NETWORK SOLUTIONS, INC.

NO. CV 96-7438 DDP (ANX).

United States District Court, C.D. California.

November 17, 1997.

As to contributory infringement, there are two potential bases for liability.

First, a defendant is liable if it intentionally induced others to infringe a mark. *Inwood Labs., Inc. v. Ives Labs., Inc.*, [456 U.S. 844](#), 853-54, 102 S.Ct. 2182, 2188, 72 L.Ed.2d 606 (1982); *Fonovisa, Inc. v. Cherry Auction, Inc.*, [76 F.3d 259](#), 264 (9th Cir.1996).

[2]

---

[2] CentralNic, VeriSign, Network Solutions, Enom & Webfusion have all “intentionally induced”.

Second, a defendant is liable if it continued to supply a product to others when the defendant knew or had reason to know that the party receiving the product used it to infringe a mark. Inwood, 456 U.S. at 853-54, 102 S.Ct. at 2188; Fonovisa, 76 F.3d at 264. [3]

---

[3] ICANN Et Al, within the Internet Industry “knew” and “know” the RAA Rules; and critically the United States Law’s because a Domain Name Registrant’s Domain Name is governed by a completely different set of rules, than an ICANN / IANA Root Database Listed TLD, ccTLD or any type of New TLD, as added ... AFTER the first expansion, which EXCLUDED the UK.com transition, as desired.

"contributory infringement doctrine does not impose upon NSI an affirmative duty to seek out potentially infringing uses of domain names by registrants." "Where domain names are used to infringe, the infringement does not result from NSI's publication of the domain name list, but from the registrant's use of the name on a Web site or other Internet form of communication in connection with goods or services. [4]

---

[4] Network Solutions, went outside the IANA Root and began the "USE" of re-selling and thereby DILUTING the Domain Names of bona fide Registrants.

ICANN, VeriSign and the NTIA / GAC "knew" & "know" therefore, they went to "seek out" and found, violating their own Service Agreement, Section 11.

Each extension of contributory liability doctrine beyond defendants who manufacture or distribute a mislabeled product has required careful examination of the circumstances to determine whether knowledge of infringement should be imputed to the alleged contributory infringer. See *Hard Rock Cafe Licensing Corp. v. Concession Servs., Inc.*, 955 F.2d 1143, 1148 (7th Cir.1992) (holding that the landlord /tenant relationship between a flea market operator and vendors provides a basis for extending contributory trademark infringement doctrine in circumstances indicating willful blindness of the flea market operator toward the vendors'

blatantly infringing acts); Fonovisa, 76 F.3d at 265 (same); Mini Maid, 967 F.2d at 1522 (extending contributory liability doctrine to a franchisor / franchisee relationship but holding that the district court erred in finding contributory liability based on the franchisor's failure to supervise the franchisee with reasonable diligence). [5]

---

[5] Within this Lawsuits “exceptional” and “extraordinary” framework, we can place the NTIA / GAC as the “Municipality” governing the “Landlord” being ICANN, and “Uses” of land, being Cyberspace, are the “Tenants” and Tenants Tenants, respectfully as sub-lease ... Sub-Domain.

NSI is involved only in the registration of domain names, not in the use of domain names in connection with goods and services on the Internet. (Graves Decl. ¶ 10 ) ; c f . Intermatic, 947 F.Supp. at 1231-32 (noting that there is no technical connection between domain name service and contents of Web sites or other Internet resources). [6]

---

[6] Herein Network Solutions, Enom & Webfusion “Use” CentralNic’s UK.com Domain Name, as a profit centre and NSI profited by ransoming Me into purchase of Sub-Domains of my own as Defensive Registrations. Then, WIPO profit’s because when Cisco, Zippo or Coca Cola had to fight the Induced Infringer, under the Contributory Infringer, CentralNic exercising the “disparate treatment” powers furnished by ICANN and the NTIA / GAC.

NSI does not provide the other services needed to use the domain name in association with a Web site or other means of communication on the Internet. The services necessary to maintain a Web site, such as an IP address, communications, computer processing and storage are performed by Internet service providers ("ISP") who provide the host computers and connections necessary for communications on the Internet. [7]

---

[7] Network Solutions do now offer these services, which I employ; and I use them to maintain “continuous and systematic contact with the forum State, which along with working with VeriSign and the “.com” TLD were factors in my securing a USPTO Trademark ... which is Registered.

The registration of a domain name, without more, does not amount to infringement of a mark similar to the name. Panavision, 945 F.Supp. at 1303. Infringing acts occur when a domain name is used in a Web site or other Internet form of communication in connection with goods or services. Planned Parenthood Fed'n of America v. Bucci, 42 U.S.P.Q.2d 1430, 1437, 1997 WL 133313 (S.D.N.Y.1997). [8]

---

[8] Network Solutions is the Registry to CentralNic, who violate NSI Service Agreement, Section 11; and RAA, Section 3.7.7.9 with their "Uses" of which NSI now as the registry to SPURIOUS MARK Registrar is a registry to the "Induced" or the Defensive Registrant.

The Inwood standard for contributory infringement by manufacturers, the court held that the Inwood standard should apply to flea market operators who lease space to vendors. *Id.* This holding was further supported by the district court's finding that the flea market operator not only rented space, but also advertised and promoted the activity on its premises, sold tickets and directly supervised the premises. *Id.* at 1148. In *Fonovisa*, the Ninth Circuit adopted *Hard Rock's* analogy between landlord/tenant vicarious liability and trademark law contributory liability in order to extend the Inwood standard to the flea market context. *Fonovisa*, 76 F.3d at 265.

## LXIII

There, too, the court found that the flea market operator provided more than space, and was directly and substantially involved in the businesses of the infringing vendors. *Id.* at 264. The flea market operators directly controlled and monitored their premises. ... While the landlord of a flea market might reasonably be expected to monitor the merchandise sold on his premises, ... [9]

---

[9] By this passage, VeriSign do have these systems, in the “Debugger” then both ICANN and the NTIA / GAC as the senior Host or Sponsors do have these powers, of control over the instrumentality used to Infringe; and the activities of CentralNic have NOT BEEN covert, veiled or secretive.

American Civil Liberties Union of Georgia v. Reno, 929 F.Supp. 824, 832 (E.D.Pa. 1996), aff'd, U.S., 117 S.Ct. 2329, 138 L.Ed.2d 874 (1997)("There is no centralized storage location, control point, or communications channel for the Internet, and it would not be technically feasible for a single entity to control all of the information conveyed on the Internet.").

NSI's role in the Internet is distinguishable from that of an Internet service provider whose computers provide the actual storage and communications for infringing material, and who therefore might be more accurately compared to the flea

market vendors in Fonovisa and Hard Rock.<sup>7</sup>  
See *Religious Technology Center v. Netcom On-Line Communication Services, Inc.*, 907 F.Supp. 1361, 1373 (N.D.Cal.1995). finds that it is inappropriate to extend contributory liability to NSI absent a showing that NSI had unequivocal knowledge that a domain name was being used to infringe a trademark. [985 F.Supp. 963] [10]

---

[10] Since this was written the NTIA / GAC have ICANN, who have IANA the main Root; and VeriSign manage the “.com” in IANA, so while NSI is out, NTIA / GAC, ICANN and VeriSign are in.

Verizon Cal., Inc. v. Above.Com PTY Ltd

881 F.Supp.2d 1173 (C.D. Cal. 2011)

Decided July 13, 2011

Under the ACPA, cybersquatting ‘occurs when a person other than the trademark holder registers the domain name of a well known trademark and then attempts to profit from this by either ransoming the domain name back to the trademark holder or by using the domain name to divert business from the trademark holder to the domain name holder.’”

Bosley Med. Inst., Inc. v. Kremer, 403 F.3d 672, 680 (9th Cir.2005).

The ACPA authorizes a trademark owner to bring a civil suit against any person who: “(i) has a bad faith intent to profit from that mark ...; and (ii) registers, traffics in, or uses a domain name that is identical or confusingly similar to or [in certain cases] dilutive of that mark” 15 USC § 1125(d)(1)(A).

A. Availability of Contributory Liability

Verizon alleges that Defendants are liable under the ACPA not only for directly violating the statute—that is, by “register[ing], traffic[king] in, or us[ing] a domain name” confusingly similar to Verizon's trademarks - but also for allowing cybersquatters to do the

## LXVIII

same through the use of the privacy and monetization services.

The three courts to have addressed whether a claim for contributory liability exists under the ACPA have all either suggested or held that it does. See *Microsoft Corp. v. Shah*, Case No. C10-0653 RSM, 2011 WL 108954, at \*1-3 (W.D.Wash. Jan. 12, 2011); *Solid Host, NL v. Namecheap, Inc.*, 652 F.Supp.2d 1092, 1111-17 (C.D.Cal.2009); *Ford Motor Co. v. Great domains.com, Inc.*, 177 F.Supp.2d 635, 646-47 (E.D.Mich.2001). This Court agrees. [11]

---

[11] This confirms Contributory Infringement; and “Uses” of Trafficking, except the Monetization isn’t from Privacy services, it’s derived selling Sub-Domains which are marketed in a context meeting Spurious Marks, aiding the Registries to retail; and VeriSign make money, because they run the RIPE Net.

## LXIX

The first step in determining whether the ACPA could support a contributory cybersquatting claim is to look to the statute's text. *Hawaii v. Office of Hawaiian Affairs*, 556 U.S. 163, 173–75, 129 S.Ct. 1436, 1444, 173 L.Ed.2d 333 (2009).

The ACPA neither expressly recognizes nor expressly prohibits a claim for contributory cybersquatting; it simply creates a cause of action against any “person” who meets the statutory requirements for liability, §1125 (d)(1)(A).

Before the ACPA was passed in 1999, a well- established theory of contributory liability for trademark infringement existed

under the Lanham Act. See, e.g., *Inwood Labs., Inc. v. Ives Labs., Inc.*, 456 U.S. 844, 854, 102 S.Ct. 2182, 72 L.Ed.2d 606 (1982) (“[I]f a manufacturer or distributor intentionally induces another to infringe a trademark, or if it continues to supply its product to one whom it knows or has reason to know is engaging in trademark infringement, the manufacturer or distributor is contributorily responsible for any harm done as a result of the deceit.”). “Contributory trademark infringement is a judicially created doctrine that derives from the common law of torts.” *Tiffany (NJ) Inc. v. eBay Inc.*, 600 F.3d 93, 104 (2d Cir.2010);

see also *Metro–Goldwyn–Mayer Studios, Inc. v. Grokster, Ltd.*, 545 U.S. 913, 930, 125 S.Ct. 2764, 162 L.Ed.2d 781 (2005) (stating in the context of the Copyright Act that, “[a]lthough ‘[t]he Copyright Act does not expressly render anyone liable for infringement committed by another,’ ... these doctrines of secondary liability emerged from common law principles and are well established in the law.”). [12]

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[12] This rewords and confirms my interpretations of the law’s and much of what I’ve communicated in a different Case review context. CentralNic are here akin to a “Manufacturer” because they’ve manufactured a way to contribute their Coded Data VeriSign’s Whois; and VeriSign “knew” and “know” being witness to CentralNic’s public activities.

Against this backdrop, Congress codified the ACPA as an extension of trademark law because the problems created by cybersquatting did not fit neatly into traditional trademark principles.

See S. Rep. 106–140, at 4 (1999) (noting that one purpose of the law was to “provide clarity in the law for trademark owners” in the area of cybersquatting); *id.* at 7 (noting the “uncertainty as to the trademark law’s application to the Internet,” which has left trademark owners “without adequate and effective judicial remedies”); 145 Cong. Rec. 9744, 9750 (1999) (comments from Sen. Hatch

that “cybersquatters are becoming more sophisticated and more creative in evading what good case law has developed under the [trademark] dilution statute”).

Indeed, the Senate Report on the ACPA indicates that the statute amends the Trademark Act “to provide an explicit trademark remedy for cybersquatting.” Rep. 106–140, at 12.2 “The bill is carefully and narrowly tailored, however, to extend only to cases where the plaintiff can demonstrate that the defendant registered, trafficked in, or used the offending domain name with bad-

faith intent to profit from the goodwill of a mark belonging to someone else.” [13]

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[13] Sen. Hatch, saying that “cybersquatter’s are becoming more sophisticated and more creative” foresaw CentralNic going “offshore” with it’s United States “currency” of a Domain Name, as does Money, to Switzerland, the crime friendly banking State, by approaching Dr. Francis Gurry; having appointed “Leadership” at NTIA’s chosen WIPO when the ACPA was a FULLY COMPLETE document, invented Supplemental Rules, so CentralNic could evade US Law, with the eloquently inducing language used, to market their mock ccTLDs dilutive of .com, as simultaneously local and global Internet IdentitySpurious Mark ccTLDs.

Again, however, the Ninth Circuit has recognized that the language of the ACPA is broader than the reasons for its adoption. See Nahum, 624 F.3d at 1219. And even if the ACPA's scope is indeed narrow as a general matter, contributory liability, as will be discussed below, is sufficiently cabined by an “exceptional circumstances” requirement to prevent the imposition of liability in contravention of the intent of the statute.

As Solid Host noted, these concerns are alleviated by finding contributory liability only when “exceptional circumstances” are present beyond simply registering infringing domain names or providing privacy and monetization

services. See *Solid Host*, 652 F.Supp. 2d at 1116 (“Because of this, and because a defendant in NameCheap's position may not easily be able to ascertain a customer's good or bad faith, the court agrees with the Ford Motor Co. court that ‘exceptional circumstances’ must be shown to prove the degree of knowledge required to impose contributory liability for cybersquatting.”). [14]

---

[14] This Case meets this standard of “exceptional circumstances” through the presence of so many parties, each with their own varying degree of power, as Host or Sponsor, with Control over the Instrumentality Used to Infringe and from this multitude of participants, the Courts expectation of “extraordinary” is dutifully addressed.

Thus, in light of the text of the ACPA, the backdrop of the statute's adoption, and the uniform case law, the Court concludes that contributory liability exists under the ACPA.

Sufficiency of the Complaint. Recognizing a contributory liability theory is only the first step in the analysis; the Court must now determine whether the cause of action has been sufficiently pled in the complaint. In the context of infringing products, contributory trademark infringement exists when “the defendant either intentionally induces a third party to infringe the plaintiff's mark or supplies a

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product to a third party with actual or constructive knowledge that the product is being used to infringe the service mark.”

Perfect 10, Inc. v. Visa Int'l Serv. Ass'n, 494 F.3d 788, 807 (9th Cir.2007)(quoting Lockheed Martin, 194 F.3d at 984; alteration in original); [15]

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[15] “the defendant either intentionally induces a third party to infringe the plaintiff's mark or supplies a product to a third party with actual or constructive knowledge that the product is being used to infringe the service mark.”

ICANN Et Al “knew” the intentions of CentralNic and “intentionally” participated in; and supported these activities.

see also *Solid Host*, 652 F.Supp.2d at 1112. In the specific context of the ACPA, the Court agrees with Ford and *Solid Host* that, to state a claim for contributory liability under the ACPA, a defendant must have known or have had reason to know that the direct cybersquatter was acting in bad f a i t h , which can be demonstrated by the existence of “exceptional circumstances.” Ford, 177 F.Supp. 2d at 647;see also *Solid Host*, 652 F.Supp.2d at 1116. [16]

---

[16] ICANN Et Al as Industry “Stakeholders; and “end user’s” have sufficient “knowledge” that the “UK.com” Domain Name Registrant is Cybersquatting, Inducing & Infringing; and their supporting same, each individually profiting from this Tort.

Verizon's complaint sufficiently alleges all of the elements to impose contributory liability on Defendants under the ACPA.

First, there is no dispute that direct liability has been properly alleged for 183 identified infringing domain names. Second, Verizon has alleged myriad facts that together plausibly demonstrate the exceptional circumstances necessary to show that Defendants knew or should have known that registrants were violating the ACPA in bad faith. [17]

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[17] With the factual documents presented for Discovery review, conclusively demonstrate “exceptional circumstances” required.

Verizon's complaint sufficiently alleges all of the elements to impose contributory liability on Defendants under the ACPA.

Moreover, the vast scope of the contributory cybersquatting aided by Defendants' privacy and monetization services reasonably suggests that Defendants should have been aware that those services were being used for cybersquatting on Verizon's famous marks.

The domain names at issue are among potentially thousands of domain names that potentially infringe many famous trademarks, and Defendants' privacy service has been subject to nearly 200 UDRP

complaints of cybersquatting. Coupled with the allegations that Defendants controlled and monitored cybersquatter's use of the privacy and monetization services to cybersquat on Verizon's famous marks, this widespread pattern of cybersquatting could plausibly create the "exceptional circumstances" to support contributory liability here. [18]

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[18] Similar to the findings quoted above, the Spurious Mark ccTLDs marketed via Inducement, are structured through an ICANN Et Al co-operative network of Contributory Infringement, each with it's own aspects of Hosts or Sponsors, with Control over the Instrumentality Used to Infringe. Control as in the knowledge sufficient to have opted not to have sold False Designation ccTLDs / Spurious Marks, let alone intimate "ICANN Accreditation" too.

By contrast, Verizon has alleged here that Defendants do not simply provide “rote” registration services; they provide privacy and monetization services, which they control and monitor. In addition, Defendants have been repeatedly notified that registrants have been using those services for cybersquatting. This case is more like Solid Host and Microsoft, both of which found that exceptional circumstances existed to support contributory liability. [19]

---

[19] I've communicated with ICANN Et Al as documented, who've resisted listening, and stopping their Tort's, so I've chased them to this Jurisdiction & Venue, where they're all obliged to explain their collective conduct.

In *Solid Host*, for instance, exceptional circumstances existed for a claim that a domain registrar should have known that a domain name had been stolen. 652 F. Supp. 2d at 1116. Likewise, in *Microsoft*, exceptional circumstances existed because the defendants had been teaching others how to capitalize on the plaintiff's famous marks.

2011 WL 108954, at \*3. Similarly here, Verizon has alleged that Defendants monitored and controlled the privacy and monetization services and must have been well aware of the broad scope of cybersquatting on Verizon's and many others'

famous marks, which is an exceptional circumstance sufficient to impose contributory liability.

Although Defendants argue that Solid Host and Microsoft involved knowledge that cybersquatting was occurring as to the plaintiff's trademarks specifically, whereas here, Verizon has merely alleged a scheme of cybersquatting on many different marks, the factual allegations discussed above support the inference that Defendants should have known that cybersquatting was occurring as to Verizon's famous marks specifically. [20]

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[20] ICANN Et Al "R" or "r" registries "knew" and "know" their diluting ".com" because UK.com isn't a ccNSO, ccTLD in the IANA Root Directory.

LOUIS VUITTON MALLETIER, S.A.,

v.

AKANOC SOLUTIONS, INC.; MANAGED  
SOLUTIONS GROUP, INC.; No. 10-15909

D.C. No. 5:07-cv-03953-JW

No. 10-16015

D.C. No. 5:07-cv-03952-JW

The Ninth Circuit's decision in *Louis Vuitton Malletier, S.A. v. Akanoc Solutions, Inc.*, 658 F.3d 936 (9th Cir. 2011), clarified that a brand owner asserting contributory trademark infringement claims can show that an alleged contributory infringer has provided its services with actual or constructive

knowledge that the users of its services are engaging in trademark infringement.

Louis Vuitton Malletier, S.A. v. Akanoc Solutions, Inc., 658 F.3d 936 (9th Cir. 2011), [1] the Court of Appeals for the Ninth Circuit held that a web-hosting company that owned and operated servers was liable for contributory copyright and trademark infringement when it failed to take steps to curtail alleged infringement committed by Chinese websites that used its servers. [21]

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[21] Based on this, I could also pursue the RIPE Net in Holland where I can Identify a CentralNic Peer, who's well established with the ICANN Et Al peer group.

## LXXXVIII

Louis Vuitton sent the defendants eighteen Notices of Infringement documenting the infringements occurring on websites hosted by defendants, yet the defendants were unable to identify any action taken in response to the notices sent by Louis Vuitton and the websites continued to operate.

Louis Vuitton alleged that defendants had actual knowledge of the website's activities, that defendants knowingly avoided learning of the full extent of infringing activities, and that defendants knowingly enabled the infringing conduct by hosting the websites and permitting them to display the counterfeit products.

Spring 2011 Rutgers Journal of Law & Public Policy Vol 8:4 On the issue of liability, several of the Court's observations in the opinion are noteworthy: First, with regard to the contributory trademark infringement claim, the Court noted that "websites are not ethereal; while they exist, virtually, in cyberspace, they would not exist at all without physical roots in servers and internet services ... Appellants had direct control over the 'master switch' that kept websites online and available." [22]

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[22] Similarly, I've made numerous efforts to communicate with the ICANN Et Al Defendants, as Host's / Sponsor's each with a unique measure of Control, to resolve this "exceptional" & "extraordinary" collaboration of Contributory Infringement but they're fortified & cocooned, so this Court needs to intervene, to protect the American consumer from frauds & counterfeits.

Therefore, the servers themselves, as distinct from the infringing websites, were a “means of infringement” under federal trademark law. Second, with regard to both claims, the Court held that defendants’ assertion, that "contribution to infringement must be intentional for liability to arise", was without merit. Rather, proof that defendants had actual or constructive knowledge that the users of their services were engaging in infringements or knowingly failed to prevent infringing actions is sufficient. [23]

---

[23] Proof, as required is furnished in abundance, with connective documents from NTIA & ICANN, including the request of Dr. Gurry, to take UK.com out of US Jurisdiction.

## XCI

Third, with regard to the contributory copyright infringement claim, the Court maintained that, as is the case with trademark law, "intent may be imputed" because of the knowing failure to prevent infringement and "there is no question that providing direct infringers with server space" constitutes a material contribution to direct infringement because this "substantially assists" direct infringement. [24]

---

[24] Substantially assists is NTIA/GAC, ICANN, VeriSign & Network Solutions not enforcing the RAA, with NSI ignoring it's own Service Agreement, so much so they resell a Registrants domain name, fulling expecting people like I, to purchase "Defensive Registrations" fully equalling Racketeering. Then Enom & Webfusion inferring that as "ICANN Accredited" so too was the dilutive & infringing sub-domain they Racketed too.

In order to prove contributory trademark infringement, a plaintiff must show a defendant “(1) ‘intentionally induced’ the primary infringer to infringe, or (2) continued to supply an infringing product to an infringer with knowledge that the infringer is mislabeling the particular product supplied.”<sup>47</sup> In *Inwood Labs, Inc. v. Ives Labs, Inc.*, the Supreme Court of the United States explained, if a defendant “[1] intentionally induces another to infringe a trademark, or [2] if [a defendant] continues to supply its product to one whom it knows or has reason to know is engaging in trademark infringement, the manufacturer or distributor is

contributorily responsible for any harm done as a result of the deceit.”<sup>48</sup>.

In *Chloe SAS v. Sawabeh Information Services Co.*, No. 2:11-cv-04147-GAF-MAN, 2013 BL 286656 (C.D. Cal. Oct. 8, 2013)), a U.S. district court in California applied the Akanoc standard, noting that intent could be imputed as a result of a knowing failure to prevent infringing actions. [25]

---

[25] ICANN Et Al, preceded by the NTIA, as premier “Host or Sponsor” with “Control over the Instrumentality Used to Infringe” all have a “knowing failure” of “know mislabeling” of Domain Names as ccTLDs or TLDs equaling Spurious Marks.

The marketing language easily meets “intentionally induced” and securing Francis Gurry’s help offshore, with Supplemental Rules, solidifies the intent to deceive.

In *1-800 Contacts, Inc. v. Lens.com, Inc.*, 722 F.3d 1229 (10th Cir. 2013), the U.S. Court of Appeals for the Tenth Circuit held that “knowledge” did not necessarily require knowledge of specific acts of direct infringement. The appellate court ruled that a company could be liable for the actions of its affiliate that directly infringed a competitor’s trademark. [26]

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[26] Your Honour’s pursuant to referencing the Statutory Provisions Involved, above I’ve cited Case Laws and implanted appropriate narrations, where applicable. This represents my best effort to communicate accurately within Your needs, while maintaing short, but succinct Questions Presented with minimal duplication of Case Law quotes, in my Statement of the Case, to avoid a Word Count that exceeds allowances.

OPINIONS BELOW:

Your Honour's, this document seeks respectfully to Proceed on a Petition for an Extraordinary Writ, based on Rule 20.

Given the vastness of those adversely affected American & Global consumers, plus businesses, by my findings, executed ultimately by so few, with sweeping powers, all of whom received their respective "Host or Sponsor" "power" via ICANN , or the NTIA / GAC, appointment's issued within direct control; and purview of the United States Congress, under a contract issued by a branch of the United States Department of Commerce; which was signed within & subject too, the exclusive Jurisdiction & Venue of this Court.

JURISDICTION:

The Jurisdiction of this Supreme Court is required; because “causation” of this “exceptional” & “extraordinary” dilemma, arose from ICANN Et Al, all subjects under the DoC’s, NTIA / GAC branch of the Government, including Dr. Francis Gurry, as an employee of the United Nations Association’s Organization called World Intellectual Property which was appointed by the US Government by “International Agreement” constituting a “treaties” to oversee Internet Commerce, incorporating the “Uses” of the “.com” TLD, which is ultimately in the Jurisdiction & Venue of Alexandria, Virginia, as “the Court of competent Jurisdiction” identified by ICANN / IANA RAA Rules.

Jurisdiction. According to the Constitution (Art. III, §2): "The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority;-to all Cases affecting Ambassadors, other public Ministers and Consuls;-to all Cases of admiralty and maritime Jurisdiction;-to Controversies to which the United States shall be a Party;-to Controversies between two or more States;—between a State and Citizens of another State;-between Citizens of different States;—between Citizens of the same State claiming Lands under Grants of different States, and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects.

"In all Cases affecting Ambassadors, other public ministers and Consuls, and those in which a State shall be Party, the supreme Court shall have original Jurisdiction. In all the other Cases before mentioned, the supreme Court shall have appellate

jurisdiction, both as to Law and Fact, with such Exceptions, and under such Regulations as the Congress shall make."

Appellate jurisdiction has been conferred upon the Supreme Court by various statutes, under the authority given Congress by the Constitution. The basic statute effective at this time in conferring and controlling jurisdiction of the Supreme Court may be found in 28 U. S. C. §1251 et seq., and various special statutes.

The above caption or quote, addresses: Rule 20.1 as ICANN, NTIA, WIPO's Dr Francis Gurry, VeriSign & Network Solutions are all Branches of the DoC, MoU Contractors thereof, or enjoined contractors of both ICANN & NTIA.

STATUTORY PROVISIONS INVOLVED:

This “exceptional” and “extraordinary” request upon the United States Supreme Court, desires to Proceed on a Petition for an Extraordinary Writ, based on Rule 20; because, this problem as documented, has no preceding Case notes, or similar Case Law to review as a bench mark, in terms of the scope of Parties.

STATEMENT OF THE CASE:

Your Honour’s this exceptional & extraordinary case identifies ICANN as the primary “causation” to a dynamic series of cascading & interwoven violations of United States Law’s .

Beginning with the Lanham Act's ACPA Section 15 U.S.C. § 1125 in, or with various part's of (a)(1)(A)(B)(d)(1)(A)(i)(ii)(I)(II) uniquely blended by each Defendant's, in some cases individually; and in most cases, certainly at this stage, working collaborative, resulting in contributory infringement, executed on a scale with absolutely no cumulatively equal Case Law Precedent, binding Defendants to a singular problem.

The NTIA / GAC has played a supportive role in the "causation" of multiple harm's being imparted upon both American & Global ".com" enterprises, whom are protected under the thoughtfully considered & composed Law's of the United States, as identified, above with ICANN.

Critically, the failure of the NTIA / GAC has exposed ALL American consumer to harm's prevailed upon them through ".com" enterprise's conducting their work's via the employment of "Spurious Marks" as identified by Law, 18 U.S. Code § 2320, which "dilute" & "infringe" the famous nature of bona fide ".com" enterprises, protected by Law, 15 U.S. Code § 1125 ©(2)(A)(i)(ii)iii)(B)(i)(ii)(iii)(iv)(v)(vi) and (C) which are of course, United States governed, source identifying marks, who's manipulation places the vulnerable online consumer of ".com" "goods and services" to enterprises that are unauthorized frauds, selling counterfeit product, under / as:

"any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which — (A) is likely to cause confusion, or to

cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person, or in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities,".

The NTIA / GAC have additionally been the "causation" of "harm" as the United States asked WIPO to internationalize the Internet, prior to October 7th, 1998 "Under the leadership of Dr. Francis Gurry" and have since failed to monitor; and question his activities, which as I'll articulate in the next section, opened the door for CentralNic to evade United States Law's, well "Offshore" in Switzerland,

easily enjoying “disparate treatment” from both ICANN and the NTIA.

Such luxury afforded to CentralNic, by the NTIA / GAC & ICANN goes well beyond being: “justified by substantial and reasonable cause” because, to secure “sufficient appeal procedures for adversely affected members of the Internet community” such as I, an “adversely affected member of the Internet community” has been driven upwards, to this Court, possessing the exact and applicable Jurisdiction & Venue, to plead my Case before Your collective Honour’s, to solve a problem that equates to “racketeering” 18 U.S. Code § 1961 Section (1)(B) section 2320 (relating to trafficking in goods or services bearing counterfeit marks), by the

Defendant's CentralNic, Network Solutions, VeriSign, Enom / Demand Media and Webfusion, via a system designed to baffle, bewilder, defuse & derail the aggrieved Plaintiff, by WIPO's Dr. Gurry.

Very simply, had the NTIA / GAC and ICANN not been negligent in their duties, of monitoring the conduct of the multiple entwined entities contracted, for the management, dispatch and governance of disputes, in the "com" TLD, my infringement plight would never have manifest it's self, nor would any of the 100,000 or so MUTED Domain Name Registrants, who all where skillfully channeled by CentralNic's "mediation" into feeling they were laking the legitimate ability, or rights, to appropriately contract WIPO, for WIPO's part in the

extortion of Litigation fee's, for Decisions they had no business making, "knowing" the facts about CentralNic's ~ spurious mark ~ domain names.

Owing to these facts, NTIA / GAC and ICANN can accurately be defined as the primary "causation" to the problem's identified; and their failure to enforce their own RAA Law, Section 3.7.7.9, which in it's self is directly rooted in the United States, Lanham Act.

Had the NTIA / GAC and ICANN been effective, my "exceptional" and "extraordinary" Lawsuit identifying ".com" contributory infringement owing to CentralNic's ambitions would've been terminated long, long ago.

To Defendant (3) WIPO's Dr. Francis Gurry, is personally listed as a Defendant, as I've found sufficient documents to illustrate that:

Dr. Gurry, personally, should know precisely and unequivocally, the ".com" Rules regarding Domain Names, Dilution, Infringement, the constructs of Contributory Infringement; and been able to identify the hallmarks a Spurious Mark, based on the intended, communicated and marketed "Uses" of the UK.com Domain Name expressed by CentralNic.

Dr. Gurry, used his position at WIPO in a manner unfavorable to the globally respected "Organization" who's a New York State Corporation,

published as the United Nations Association, who's chosen Judicial Jurisdiction & Venue is conveniently in the District of Columbia; and given their Global Scope, this Supreme Court.

Dr. Gurry, used WIPO's integrity, to create "disparate treatment" for CentralNic, through the creation and implementation of CentralNic's exclusive "Supplementary Rules" for Spurious Mark ccTLDs, calling them "Registry-Specific Policies and Procedures" for "CentralNic Third-Level Domain Name Registrations" with their own "Alternative Dispute Resolution." meaning CentralNic could conduct it's own mediations, between their own retail & revenue clients; and the diluted and infringed, domain name registrant.

Factually: US.com, UK.com, DE.com, EU.com, JPN.com and CentralNic's complete portfolio are "spurious marks" because neither the NTIA, or ICANN have granted these Domain Names, subjects of the RAA and greater United States Laws, as status as a "New TLD" at, or since, ICANN's meeting in Japan, in 2000.

Nor has the NTIA, or ICANN's ccNSO, ccTLD Community recognized these "simultaneously local and global Internet" ".com" based domain names as worthy amongst their legitimately managed ccTLDs who's assigned National Government's have Jurisdiction & Venue over Registrants "Uses".

Network Solutions, Domain Names issued in 1998 until ? were issued with a “Certificate of Registration” by “The dotCOM People” a “registration” document for businesses online, having “an effect on US Commerce” with “continuous and systematic contact with forum state” all being subject’s under the Trade Laws the United States.

A Trade Name, equals a Trademark, under USPTO rule, although not “Registered” and a Domain Name, once “Registered” by the DoC’s appointed Internet Business Name Registry’s combined “accreditation” under the NTIA & ICANN, become an “owner of a mark” enjoying protection by Law, 15 U.S. Code § 1125 Section (d)(1)(A) to which they’re also bound to the obligation’s of (i)(ii)(I)(II).

Network Solutions including VeriSign are an integral part of the Internet, prior to ICANN; and currently under ICANN, with the NTIA; and they can't isolate themselves from definitive & unequivocal knowledge of, or about ".com" nor its legal, or illegal "Uses" as a Domain Name, herein a Sub-Domain Name, such as "UK.com" marketed & used to the Judicial standard of a "spurious mark" the defendants are 100% in "Control over the Instrumentality Used to Infringe" as entwined, doing businesses as a "host or sponsor" having collective responsibility to enforce the "Law" as written in the RAA, Section 3.7.7.9 and under the prevailing United States Laws, as quoted.

Consistent with United States Courts expectation of “exceptional” and “extraordinary” it’s impossible for Network Solutions, VeriSign, ICANN , the NTIA; and Dr. Gurry to express they didn’t, or don’t have a complete; and thorough understanding of the “Uses” of the Dilutive Domain Name, “owned” by CentralNic the “Registrant” per the RAA.

VeriSign, having owned Network Solutions during the formative year’s of 2000 and 2003, are entwined into the observation Statement about Network Solutions, from Page 15, prior to their becoming the NTIA’s & ICANN’s exclusive, sole source Registry or Registrar for “.com” beneath whom all other “.com” agents are registries, or registrars, by contractual hierarchy.

VeriSign continuously under ICANN & NTIA, even Enom / Demand Media can't say they weren't aware of CentralNic's initiatives, being involved with the Domain Name Supporting Organization Constituency Group Formation Process, of May 1999, when CentralNic was communicating an intent to transfer their Domain Name, into a New TLD".

VeriSign since 2000, has allowed CentralNic to manipulate the ".COM" Whois Database, this being a legitimate part of "causation" "dilution" "infringement" and "contributory infringement" activities executed by CentralNic, as they "contribute" their "induced" clients "infringing" Domain Name information, immediately identifying

themselves / their Code Identifiers to UK.com,  
“above” their clients in the Whois database.

Such conduct, meets the standard of "Control  
over the Instrumentality Used to Infringe" as  
entwined, doing businesses as a “host or sponsor”  
under / within the RAA.

Enom / Demand Media and Webfusion, both as  
large volume “ICANN Accredited” businesses know  
the difference between a Domain Name, a ccNSO  
ccTLD and a Sub-Domain Name; and as questioned  
and have violated ICANN, by reselling a Domain  
Name = Dilution. Actions which also violate the  
Laws mentioned, in Questions Presented.

CentralNic state, in ICANN document's, that Jon Postel conceived the "UK.com" Domain Name, so therefore the NTIA & NSI would've "known" about CentralNic's objective, as he was an integral player, in the placement of a "door-jam" giving CentralNic access to the early Root, which became the ICANN / IANA Root Zone Database, as "god of the internet" for ".com" of which VeriSign as an ICANN Et Al member, have an obligation enforce, RAA 3.7.7.9.

CentralNic allowed by ICANN Et Al have access to manipulate the Whois Database, to insert & confirm their presence as "dilutors" of 2nd Level Domain Names, a gateway to multiple violations of United States Law's as observed in Questions Presented.

CentralNic have been granted “disparate treatment” by ICANN Et Al; and CentralNic has provably used the luxuries yielded to escape the United States Law, with WIPO’s Francis Gurry, which the NTIA / GAC are grossly negligent in allowing, giving rise to their ability to conduct Mediation dialogs between their own revenue clients; and those who infringement they’ve contributed to; and profited from, which is a conflict of interest in the purest form.

Finally Defendants, Alco Leisure Limited, along with it's published Company Director's Lorraine Dunabin; and Andrew Wheeler, through our complete discourse as Defendants have vigorously defended their right & privilege to communicate my United States protected "Mark" as per 15 U.S. Code § 1125 (d)(1)(A)(i)(ii)(I)(II) as their own, informing "the general consuming public of the United States" per 15 U.S. Code § 1125 (C)(2)(A) that they're authorized to "trade as" Landcruise; with a diluted version of Landcruise.com, infringing, diluting my business with an unwelcome; and unauthorized "simultaneously local and global Internet Identity" using the Spurious ccTLD Mark of "UK.com" a Domain Name under ".com" which ICANN Et Al,

have exclusive “control over Instrumentality Used to Infringe ~ as host or sponsor, harming my business, of Landcruise.com, the widely recognized designation of source of the goods or services of the mark’s owner to American consumer’s.

These three have been given sufficient notice of the problem, that they’re willfully acting against the “abundance of caution” notice furnished.

This conduct exemplifies their complete and unwavering contempt for the United States Rule of Law, as “In Personam” Defendants; and they should not be granted any lenience, at all, as people sufficiently educated, that they can have no difficulty reading the Law’s applicable, nor do they lack the funds required to contract an Attorney in Washington, D.C. to communicate on their behalf.

REASONS FOR GRANTING

THE PETITION FOR AN EXTRAORDINARY WRIT.

Your Honour's at issue in this case, are Intellectual Property abuses perpetrated upon the American & Global ".COM" Entrepreneur, having unfairly harmed some 100,000 estimated Domain Name Registrants, many In Rem, but predominantly In Personam, who unlike me, have been conned into submission by a complex web of lies and deceit, disparately made available to CentralNic, exercised by ICANN Et Al, as "willfully blind" collaborators, all having some degree of "control over the ".com" instrumentality used to Infringe; and it's "Uses" as host's or sponsor's of supporting acts that violate United States Law's, with \$99,000,000 combined penalties based on 18 U.S. Code § 2320 (b)(1)(A)(B).

The consequences of ICANN Et Al's conduct has resulted in American & Global consumers exposure to harm, via fakes, frauds & counterfeits, endorsed via WIPO at the requested & created Direction of, in the Care of, Dr. Francis Gurry.

This Court, who's in a position to question and investigate the United States Government, is asked to Grant this Petition for Two (2) additional and very critical reason.

1. It was the United States Government's NTIA, who called upon WIPO, under the Leadership of Dr. Francis Gurry, to lead in the development of the DNS, Domain Name's, Law's, etc, etc; and the NTIA having done this, subsequently walked-away, failing to monitor issues directly relating to TLDs, specifically here the ".COM" being under Jurisdiction & Venue of the United States, Lanham Act, who's concerns were to have "oversight" from GAC. Sadly, the NTIA / GAC abandoned their duty, resulting in the Dilution of ".COM" by the Spurious ccTLD Marks, of CentralNic and Infringement on a vast scale.

2. It was Dr. Gurry who had communications with CentralNic, after CentralNic were denied New TLD status in 2000, by ICANN; and it was under his Duty of Care, that CentralNic escaped the proper Jurisdiction & Venue of the United States, to market their Domain Names as Spurious ccTLD Marks, dilutive of the “.COM” [.net & .org too.] and were therefore granted a license of confidence, to Mediate between their own “induced” retail clients and the Infringed.

As a result of these myriad conduct's, it's imperative that the United States Supreme Court do a thorough investigation of ICANN Et Al, including Dr. Gurry, to find out what, if any other peculiarities

have been ~ hidden in plain sight ~ By Dr. Gurry, before the United States gives ICANN greater freedom, as an International entity.

Further to this, is the nefarious “new” language created by CHIP, the forerunner to ICANN’s Trademark Clearing Houses, coincidentally involving the same Characters, who in union with CentralNic concocted the “Sunrise Period”. The “Sunrise Period” is thoughtful racket which bullies Lanham Act protected “.COM” “Mark” owners, Domain Name Registrants, in a protected “relationship” with the United States, In Rem or In Personam, where were expected to spend & spend, purchasing “Defensive Registrations” or risk being Cybersquatted.

It's my goal, to ensure ICANN Et Al's vast array of conflict's of interest are cleared; and resolved of all harmful baggage, for a more "accountable" future, before they wriggle away from United States "oversight" if allowed.

Which is remote, thanks to: The Commerce Clause describes an enumerated power listed in the United States Constitution (Article I, Section 8, Clause 3). which states the United States Congress shall have power "To regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes."

This is fine by me; and I look forward to seeing the FTC & FCC take over from the NTIA to, maintain strong USA based, Antitrust law's to govern the conduct of Commerce within the Internet marketplace uniformly, protecting Consumers from harm.

#### CONCLUSION:

ICANN Et Al have been "willfully blind" and are the "causation" of harms inflicted upon ".COM" [.NET & .ORG] Domain Name Registrants, obliged by; and protected by ICANN's RAA, Section 3.7.7.9, expanding to United States Law's 15 U.S. Code § 1125 and 18 U.S. Code § 2320.

ICANN Et Al have the requisite authority vested in them by the United States Government, within; and beyond this Jurisdiction & Venue, to have suspended the criminal activity reported, during their collective infancy, in 1999 and thereafter, having “control over the .COM instrumentality, being used to infringe businesses, as host or sponsor.

I implore the United States Government to maintain “oversight” of the Internet, except assign this duty to the Federal Trade Commission, best suited to prevent business practices that are anticompetitive or deceptive or unfair to consumers; while maintaining vigorous ~ law abiding ~

competition, within “Marks” under the Jurisdiction & Venue of this Government; and this Court.

It’s conceivable that this maybe uncomfortable; however, it must be noted and marketed, that as a person OBLIGED to the United States Rule of Law, I’m also Protected too. I’m not a Citizen of the United States, beyond by businesses “citizenship” obligations within “.com” & .TM Rights In Personum, but critically OBLIGATIONS under the Law; and that the pursuit of Justice is an attainable resource, to those with absolutely no academic training in Law, beyond being a self taught Pro Se, who’s succeeded in reporting a Crime to the Authorities; and having this Court hear the Case.

In the interest of the development of the Internet, as an integral aspect of Buyer / Seller Commerce, I sincerely believe the Court should dedicate some of its sparing discretion, to address the issues raised, by kindly granting this Rule 20 Petition.

Respectfully submitted,

Graham Schreiber, Pro Se.

5303 Spruce Ave,

Burlington, Ontario,

Canada.

L7L-1N4.

905-637-9554.

CONSTITUTION, STATUTES, RULES AND  
REGULATIONS. (Mandamus & Prohibition)

The Constitution:

Article One of the United States Constitution.

The Commerce Clause, Section 8 that the Congress shall have Power: To regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes;

Mandamus Rule 20.3(a) Please enforce the US Law, or assign an order to capable subordinate court, corporation, or public authority obliged under law to enforce United States Laws, as is their statutory duty, upon the In Personam Defendants listed.

Statutes = U.S. Code, or U.S.C.

U.S. Code: Title 15 - COMMERCE AND TRADE.

Statutes Enforced or Administered by the  
Commission | Federal Trade Commission,

The Commission has enforcement or administrative responsibilities under more than 70 laws. They are grouped here in three categories: (a) Statutes relating to both the competition and consumer protection missions; (b) statutes relating principally to the competition mission; and (c) statutes relating principally to the consumer protection mission.

The Federal Trade Commission Act is the primary statute of the Commission. Under this Act, the Commission is empowered, among other things, to

(a) prevent unfair methods of competition, and unfair or deceptive acts or practices in or affecting commerce; (b) seek monetary redress and other relief for conduct injurious to consumers; (c) prescribe trade regulation rules defining with specificity acts or practices that are unfair or deceptive, and establishing requirements designed to prevent such acts or practices; (d) conduct investigations relating to the organization, business, practices, and management of entities engaged in commerce; and (e) make reports and legislative recommendations to Congress.

Statutes = U.S. Code, or U.S.C. which are at Issue.

US Code. Title 15, Chapter 22, Subchapter III § 1125. 15 U.S. Code § 1125 - False designations of origin, false descriptions, and dilution forbidden.

US Code. Title 18, Part I, Chapter 113 § 2320. 18 U.S. Code § 2320 - Trafficking in counterfeit goods or services

US Government Policy:

Statement of Policy on the Management of  
Internet Names and Addresses Domain Name System.

Date: June 05, 1998. Docket Number:  
980212036-8146-02.

UNITED STATES DEPARTMENT OF  
COMMERCE. Management of Internet Names and  
Addresses. Docket Number: 980212036-8146-02.

AGENCY: National Telecommunications and  
Information Administration. ACTION: Statement of  
Policy

Within this "Statement of Policy" concerns  
regarding Infringement were raised & addressed. IP  
Issues were prepared for delegation to WIPO. NSI  
[Network Solutions] were told to recognize "new

corporation” IP Rights in; and of Domain Names, very critically “(including licensing terms)” equating to the RAA’s and Infringement, which became applicable to VeriSign, by “.COM” contracts / Agreements with ICANN and the NTIA.

In October, this NTIA quoted document identifies Dr. Francis Gurry having “Leadership” of NTIA’s ~ APPOINTED ~ WIPO Team, so Subject Matter Knowledge, related to US Law of .COM under Lanham Act would've been “known”.

Before the House Committee on Science Subcommittee on Basic Research and Subcommittee on Technology. October 07, 1998. Testimony of J. Beckwith Burr. Associate Administrator (Acting) National Telecommunications and Information Administration

Third, as described in the White Paper, the United States asked the World Intellectual Property Organization (WIPO) to convene an international process to: 1) develop a set of recommendations for an approach to resolving trademark/domain name disputes involving cyberspiracy, 2) develop recommendations for the protection of famous trademarks in the generic top level domains, and 3) to evaluate the effects of adding new top level domains and related dispute resolution procedures on domain name and trademark holders. Under the leadership of Dr. Francis Gurry, WIPO has convened an experts committee from around the world and has undertaken a series of international consultations on the subject. WIPO is scheduled to finalize its report and present its recommendations to the new corporation in March, 1999.

Page 40.

Rules.

Lawsuit filed is under Rule 20. Procedure on a Petition for an Extraordinary Writ. The Lawsuit takes issue with failures in oversight by the United States Government, MoU Contractor ICANN under NTIA Branch, resulting in: Harm to American Consumers & Enterprise.

The Defendant's are under this Courts Appellate Jurisdiction, being of the United States Government, as Branch = NTIA, Sub-Branch = ICANN; and Contractor's Network Solution / VeriSign.

Relief from the Defendant's conduct CAN NOT  
be obtained in any other Court.[EMPHASES  
ADDED]

My documents meet "exceptional  
circumstances" and as Case Law demands, also  
"extraordinary circumstances" this warrant's the  
exercise of the Court's discretionary powers, and  
given the Parties, adequate relief cannot be obtained  
in any other form or from any other court.

Rule 33. (a)(b)(c)(d)(e)(f) have been followed, as  
best as Pro Se understands, and is presented very  
respectfully, within an acceptable degree of Liberally  
Construable margin.

I've written about Jurisdiction, on Page 2 and Rule 18.3 talks about "Appeal" this is a "New Case" as "Referred" by perplexing process, I've read the Rules; and find Rule 20 to be most exacting.

Rule 34. 1(a)(b)(c)(d) N/A (e)(f)(g) 34.2 - 5 prepared as best as interpreted. Back to Rule 20.2, I've written "In Re" and 40 Copies will be presented, delivered by local UPS and Printed by UPS too. I'm not yet a Pauperis.

Rule 20.3(a) My "Mandamus" is because I'm suffering a grievance against Parties liable exclusively to this Jurisdiction & Venue.

My “Prohibition” requests that this Court enforce the Law upon the Parties; and exercise, in full the Criminal penalties published at 18 U.S. Code § 2320(b) parts (A)(B) as befitting Defendant.

[EMPHASIS ADDED]

The NTIA & ICANN, Network Solutions & VeriSign have a “legal duty” to conduct business under FTC Rules; and critically, to enforce their own Rules, in the RAA’s created with oversight the NTIA.

I’m here; because of their collective failures, as a “.COM” protected Registrant and a USPTO Registered Trademark Holder / Owner.

Rule 20.3(b) Will be done; Rule 20.4(a)(b) is not applicable. Rule 20.5 & 20.6 beyond my control.

I'm directed to Rule 14 and have addressed the required aspects, as listed. Rule 14.1(a) Done; and owing to the "extraordinary" & "exceptional" nature of my grievance, questions maybe slightly "duplicative" as required to communicate in a Liberally Construable, manner, to alleviate any ferreting for meaning.

Rule 14.1(b) talks about Rule 29.6 and this has been done, as best as I comprehend the requirement.

Rule 14.1(c) Done and I don't have any Appendix items.

Rule 14.1(d) This is a “New Case”.

Rule 14.1(e) Most of this is voided, for a “New Case” under Rule 20.

Rule 14.1(f) Statement of the Case, see Page 5; and expanded on in this section, as I interpret being required.

Rule 14.1(g) Done. (i)(ii) This is a New Case.

Rule 14.1(h) All aspects of this have been done, as understood from “Check List Pad” kindly furnished.

Rule 14.2 Done as listed in Table of Contents.

Rule 14.3 & 14.4 & Done, as best as Pro Se understands; and presented to be easily understood,

within fair confines of being Liberally Construed,  
that won't require ferreting.

Rule 39. Proceedings In Forma Pauperis.

Your Honour's at this juncture, I'm not as yet a  
Pauperis. [EMPHASIS ADDED] Being somewhat  
idealistic my vision of the legal system is that this  
court will come to the "right" or "just" result  
regardless of my Pro Se status.

I've sought legal council; and I'm told that I'm  
"tilting at windmills" however, that's what "idealists"  
do; and in the rare occasion when support was  
available, by firms I regarded as near competent, the  
retainer fee's were prohibitive.

Being honest, I've developed a degree of cynicism about Lawyers; having in the course of these pursuits learn't a great deal; and observed that only 1 in 7 is truly "Classy".

Should this get dragged-out, unnecessarily though, in the genuine interest of "protecting consumers from harm" I will need some help.

Rule 33.2(a) I'm proceeding Pro Se and because my case pleadings are under Rule 20, I've been instructed to compose a "Booklet". This document is being prepared in Washington, DC; and it will have a photo-copy of my Signature on the front cover.

Rule 29.1 When Filing, in good faith, I'll enclose by mail, the Booklet's Front Cover with my "Original Signature".

Rule 29.2 The Rule 20 Procedure on Petition for an Extraordinary Writ, is a "New" Lawsuit, premised on previously stated & met criteria, as such, there are no referring documents.

"Service Documents" the "Booklet" will be sent by UPS a 3rd Party commercial carrier. All other communications with Authorized & Currently Active, Attorney's of Record will be communicated with, via email.

Rule 29.3 > Rule 33.1 or 33.2 I'm addressing both Rules in various measure, as such, the Defendant's will be receiving Three (3) copies of the Booklet.

Rule 29.4(a) The NTIA & Dr. Francis Gurry will be Served as required via: the Solicitor General of the United States, Room 5616, Department of Justice, 950 Pennsylvania Ave., N. W., Washington, DC20530-0001.

I don't take direct issue with WIPO, my grievance is with Dr. Francis Gurry, who used his power's within to individually collaborated with CentralNic, to evade US Law. Dr. Francis Gurry, working for WIPO is under a contracted "agency" by the NTIA and is himself an Employee.

Rule 29.4(a) For Dr. Francis Gurry, if I'm not correctly understanding the hierarchy of WIPO as a contracted or appointed "agency" of the NTIA, I'm sending "Service" to the United Nations Association, a New York State Corporation, established June 30, 1943, who's chosen Jurisdiction is District of Columbia; because they, the UN, created WIPO under a Charter per Specialized Agencies, anchoring WIPO into the same chosen Jurisdiction. Long form details are published at: [http://www.wipo.int/treaties/en/text.jsp?file\\_id=305623](http://www.wipo.int/treaties/en/text.jsp?file_id=305623) and <http://www.un.org/en/aboutun/structure>

Rule 29.5(a) Proof's of both Delivery & Receipt of Service will be furnished, 29.5(b) the recipients are "known" and "active" Attorneys of Record; and have a capacity to present at the Supreme Court, if perhaps by Pro Hac Vice.

Rule 29.5(c) Being Pro Se, I'm obviously not a member of the Bar of this Court; and will communicate to the Clerk in good faith, every measurable amount of correspondence.