

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

GRAHAM SCHREIBER,
Plaintiff,

CASE NO. 1:12-cv-00852.

v.

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

Defendants.

2013 JAN - 9 P 4: 30
CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

FILED

Rule 56 - Summary Judgement Request:

Honorable Judges Anderson & Lee:

Further to today's "Pretrial Conference" hosted by Mr. Anderson, I'd respectfully ask that the Court make the above requested "Summary Judgement".

Here are my reasons:

Prior to embarking on this project, I put my proverbial "Cart Horse" in front of the Wagon; and "Pulled" setting about "Discovering" everything required to identify that, or how, my angst was merited and substantiated, by facts, to successfully present myself, as a thoughtful & well researched Pro Se, with Bona Fide & in use "Common Law" / "States Rights" here in this Federal Court District.

It's my belief that the Defendants are in possession of my research and this is confirmed by the presence of same, at the ICANN website. { <http://www.icann.org/en/news/litigation/schreiber-v-dunabin> }

Missing from the ICANN website is my correspondence with WIPO, the World Intellectual Property Organization, where I requested they (WIPO) explain to this Court, how they decided to protect a Domain Name Owner, who was masquerading as a genuine, TLD or ccTLD as accepted by ICANN's ccNSO.

Please will the Court confirm the Defendants are aware of this communication.

In the "Defendants Joint Discovery Plan" they had: (1) regarding the Jurisdiction; and it would seem settled, that that's resolved, based on the expressions of the Court, to accommodate both today's "Pretrial Conference" and a "Final Pretrial Conference" in April.

Given the Venue & Jurisdiction of the Court is resolved, as concluded & confirmed, I wish to exit, with a "Summary Judgement" and not waste more of the Courts valuable time, with what, to me ... is a very complicated and repetitive "Discovery" protocol conversations, that would revisit everything I've stated to date, with clarity.

I've had my "Adrenaline" Rush and published my best effort at "Excellence" which I'm confident to be sufficient, for a fair appraisal and "Summary Judgement" as requested.

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Network Solutions are aware of genuine TLD's and similarly ccTLD's compared with Domain Names; and I've attached. [Exhibit Network Solutions.] where they wanted me to renew the fraudulent ccTLD's ... this represents, **Profiting** from the activities and Ransoming me to protect myself within a "registered" space where I already had the exclusive rights to be.

Regarding VeriSign. The Court is best suited to calibrating the percentage / degree of Knowledge & Ownership of this well aged problem, that VeriSign and it's assortment of related In-House companies, such as, but not limited to, the "Global Registry Service" which is / was active, as illustrated inside, or with CentralNic by HTML Code and the ccTLD Name Store.

I've done my duty to report the problem; and have complete faith in the Courts to determine and establish a fair sum of relief, on again a percentage basis, back from ICANN.

Whatever sum is negotiated between the Court & VeriSign, shall be deemed fair, by me.

As the record shows, this problem goes far beyond me as the only badly affected party, I'm just the Pro Se / Reporter. 100% of assigned 'relief' from VeriSign, will be given to Rotary.

CentralNic are "In Personam" in the United States, as I'd shown originally; and in union with Network Solutions, as represented by their Counsel.

As has been requested of me, Relief Amounts have been stated; and I stand behind those researched and appraised sums, substantiated by Louis Vuitton Case # C 07.3952 JW.

Finally, the catalyst of this complaint:

Ms. Lorraine Dunabin (*who's failed to attend Court*) marketing within the ".com" as per > Title 15, Chapter 22, Sub-Chapter III, Section 1125 §1125. *False designations of origin, false descriptions, and dilution forbidden* <

She may get settlement financing, from CentralNic, for the settlement amount as expressed of \$800,000.00 USD over twenty years. In the document presented to Court today, "Joint Discovery Plan" ... Meeting Summary, composed by Plaintiff I expand on the financing considered.

CentralNic maybe appraised at the sum I quoted earlier; and 25% will be retained by me, with the balance = 75% will be given to Rotary.

CentralNic ... with their COZY relationship to WIPO (*along with ICANN and the others*) as it is ... I believe ... within this Courts power to demand, or order, CentralNic to work with WIPO and in turn the United Kingdom's IPO.gov.uk to recover or cease the Trademark of "Landcruise" within the United Kingdom and place my name on the UK's Trademark Title.

Funded by CentralNic, CentralNic may go through the UK Courts, or better ... with WIPO, as it's well shown that Lorraine began using the ~ fraudulent ~ ccTLD / TLD ~ created by CentralNic; and it was with this activity, that she secured the UK Trademark, bearing my businesses name.

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The process of CentralNic recovering "my" UK Trademark would only be required if Lorraine fails to yield to the Federal Court, **which she should** ... as I've shown, she's liable, as "In Personam" through / via eNom & CentralNic's contracts.

I believe that the Federal Court of the United States, has the power to impose it's decisions upon an individual (Lorraine) as again, through CentralNic & eNom, she is contracted to American Law ... in concert with the use of a ".com" by the UK.com domain name, owned by CentralNic, sold by Network Solutions and the .com maintained by VeriSign, under ICANN.

This document was prepared on January 9th, during my time in the United States; and was presented to Court, on January 9th.

It will be sent to the Defendants, via email, saved as "PDF" on the 10th of January, once I've arrived home, in Canada.

Thank you for the time & consideration of the Court.

Sincerely,

Graham Schreiber.

A handwritten signature in blue ink, appearing to read 'Graham Schreiber', with a large, stylized flourish extending from the end of the signature.

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[EXHIBIT NETWORK SOLUTIONS]

From: Graham Schreiber <graham_schreiber@landcruise.com>
 Subject: Fwd: Deactivation Notice
 Date: 26 September, 2012 10:42:46 AM EDT
 To: "Eric P. Enson" <epenson@jonesday.com>, Nicholas Beizer <Nicholas.Beizer@networksolutions.com>



Hi Eric & Nicolas

Your "Franchisee" can "ransom" me once, to protect my branded & COMMON LAW / STATES LAW protected company name, but that's it!

I'm not buying!

Please take notice, that for those whom Network Solutions has PROFITED FROM in the past, there is no statement below expressing to consumers the inherent dangers of 3rd Level Domain names!

Further to this; because Network Solutions reports it's sales to ICANN, who in turn derive an income from it's "Franchisee's" ICANN is profiting from "Contributory Infringement".

Cheers, Graham

Landcruise Ltd > www.landcruise.com

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

Begin forwarded message:

From: "Network Solutions" <NetworkSolutionsRenewals@info1.networksolutions.com>
 Subject: Deactivation Notice
 Date: 26 September, 2012 10:07:08 AM EDT
 To: graham_schreiber@landcruise.com
 Reply-To: "Network Solutions" <NetworkSolutionsRenewals.ADIWX19.624377@info1.networksolutions.com>

Having trouble viewing the email? [Click Here](#) to View Online.

network solutions®
Gold VIP Deactivation Notice

Don't let these products *get away*.
 Continue your services with network solutions today...

This is your official notification from Network Solutions® that the product(s) listed in the PENDING DEACTIVATION section will be **DEACTIVATED & REMOVED** if not renewed by their expiration date(s). As a valued Gold VIP member we want to ensure there is no interruption in your service, so please renew today.

Previous notifications have been sent to both the Primary and Billing Contacts (if the contacts are different).

Product Notice Summary
 as of 09/25/2012

Pending Deactivation 4
Pending Expiration 14
Other Active Products 15
 Account # 30692319

Pending Deactivation

Product	Associated Product Name	Expire Date
nsWebAddress (Domain)	LANDCRUISE.CH.COM	Oct. 05, 2012
nsWebAddress (Domain)	LANDCRUISE.DE.COM	Oct. 05, 2012
nsWebAddress (Domain)	LANDCRUISE.JPN.COM	Oct. 05, 2012
nsWebAddress (Domain)	LANDCRUISE.ZA.COM	Oct. 05, 2012

Renew Above Products

24/7 Dedicated GOLD VIP Customer Support is available to help, call us.
 Within the U.S.: 1.866.791.9411 • International: 1.570.708.8720 • Fax: 1.571.434.4644
 Email: goldvip@networksolutions.com

* Products set up for monthly or annual auto-renewal are NOT included in this report.

FAILURE TO RENEW COUNTRY-SPECIFIC DOMAIN NAMES BEFORE THE DATES LISTED BELOW WILL RESULT IN A 14 DAY INTERRUPTION IN SERVICE BEFORE YOUR SERVICES EXPIRE, AFTER WHICH YOU MAY LOSE YOUR DOMAIN NAME FOREVER. Network Solutions, LLC waives all liability in the loss of domain name registrations due to failure to renew services. The following domain names must be renewed no later than:

26 DAYS PRIOR to the expiration date: .am, .be, .de, .eu, .co.uk, .me.uk, and .org.uk.

57 DAYS PRIOR to the expiration date: .at, .ch, .cz, .es, .com.es, .nom.es, .org.es, .il, .mx, .com.mx, .co.nz, .net.nz, .org.nz, .pl, and .ru country-specific extensions.