

1 **John Zuccarini,**  
2 **190 SW Kanner Highway**  
3 **Stuart, FL 34997**  
4 **(772) 631-3887**

5 **Pro Se Defendant**

6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE NORTHERN DISTRICT OF CALIFORNIA,**  
8 **San Francisco Division**

9 **OFFICE DEPOT, INC, a Delaware**  
10 **Corporation**  
11 **Plaintiff,**

12 **v**

13 **JOHN ZUCCARINI, individually and**  
14 **d/b/a COUNTRY WALK**  
15 **Defendant**

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16 **DS HOLDINGS, LLC, a Colorado**  
17 **Limited Liability Company;**  
18 **Assignee**

19 **v**

20 **JOHN ZUCCARINI, individually and**  
21 **d/b/a COUNTRY WALK**  
22 **Defendant**

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23 **CASE NO.: C-06-80356-SI**

24 **DEFENDANT'S BRIEF IN**  
25 **OPPOSITION TO:**

26 **DS HOLDINGS, LLC. APPLICATION**  
27 **FOR CONTEMPT OF COURT**  
28 **AGAINST JOHN ZUCCARINI**

**JOHN ZUCCARINI'S APPLICATION**  
**FOR CONTEMPT CHARGES TO BE**  
**LEVIED AGAINST RECEIVER**  
**MICHAEL BLACKSBURG AND DS**  
**HOLDINGS, AND TO REMOVE**  
**BLACKSBURG AS RECEIVER**



1 between sixty and eighty thousand dollars due to carelessness, and this court has  
2 allowed it.

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4 The assignee claims in *Reply in Support to Authorize Sale of Domain Names*  
5 *and Distribution of Proceeds* (Doc.146, pg.3 @3-6) assignee clearly states that  
6 “Receiver sought Zucarrini’s input as a courtesy” which is perjury, and never  
7 happened. But the assignee quickly also points out that receiver had no obligation  
8 towards Mr. Zuccarini and that Mr. Zuccarini has no authority over the sale (Doc. 146,  
9 pg. 3 @3-6). In contrary to the statement “Receiver sought Zucarrini’s input as a  
10 courtesy” the assignee then claims “not only did Zuccarini refuse to work with the  
11 Receiver or the parties”.

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13  
14 Then suddenly, all the opposing parties are in a big hurry to auction the domain  
15 name, many of which this Court lacked jurisdiction, authority and venue to allow  
16 Blacksburg to keep. Blacksburg committed fraud upon the court to get the non .com  
17 and non .net domain names, then the illegal act of conversion grew into a conspiracy  
18 and further fraud upon the court to get a ruling allowing Blacksburg to keep domain  
19 names that he literally committed an illegal act to obtain.

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22 “If a court's jurisdiction is based on its authority over the defendant's person, the  
23 action and judgment are denominated "in personam" and can impose a personal  
24 obligation on the defendant in favor of the plaintiff. If jurisdiction is based on the  
25 court's power over property within its territory, the action is called "in rem" or "quasi  
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28

1 in rem." The effect of a judgment in such a case is limited to the property that supports  
2 jurisdiction and does not impose a personal liability on the property owner, since he is  
3 not before the court.[17]" *Shaffer v. Heitner*, 433 US 186 - Supreme Court 1977

4  
5 "A judgment in rem affects the interests of all persons in designated property. A  
6 judgment quasi in rem affects the interests of particular persons in designated property.  
7 The latter is of two types. In one the plaintiff is seeking to secure a pre-existing claim  
8 in the subject property and to extinguish or establish the nonexistence of similar  
9 interests of particular persons. In the other the plaintiff seeks to apply what he  
10 concedes to be the property of the defendant to the satisfaction of a claim against him.  
11 Restatement, Judgments, 5-9." *Hanson v. Denckla*, 357 U. S. 235, 246 n. 12 (1958).  
12  
13

14 In the following paragraphs, Defendant will address each of the documents filed  
15 by the opposing parties on Friday July 30, 2010.  
16

17 **DSH MEMORANDUM**<sup>2</sup>

18 Amazingly, in abstract from the fact that CA codes concerning Writs,  
19 Receivers, and intangible property have been continually violated, DSH states: "On  
20 September 10, 2007, the Court appointed a post-judgment receiver to marshal...."<sup>3</sup>  
21

22 Then DSH, again tells an outright lie to the court, pg. 2@11-12: "Even

23 <sup>2</sup> Notice of Motion and Motion to Authorize Sale of Domain Names and Distribution  
24 of Proceeds; Memorandum of Points and Authorities filed July 30, 2010

25 <sup>3</sup> CAL. CCP. CODE § 680.260 : "Levying officer" means the sheriff or "marshal".  
26 Violating the CA codes, then referring to the act of levying as "marshal", will not help  
27 to make it appear that this code was not violated, or to hide the fact that numerous  
28 illegal acts were performed.

1 Zuccarini has acknowledged that the proposed auction is a prominent and effective  
2 domain name auction.” To the contrary, Mr. Zuccarini has expressed that it would be  
3 the worst possible avenue to auction the domain names. As an officer of the court, the  
4 perjury results in a fraud upon the court.  
5

6 Defendant OBJECTS to the lie DSH has told and moves to have this whole  
7 pleading quashed and stricken from the record. DSH, ever since this matter was  
8 brought before this Court, has made libelous, slanderous, immaterial statements and  
9 this Court has stood idly by and allowed it. Now, DSH has resorted to outright lying.  
10

11 DSH mentions the fact that the Domain Names produce revenue, but fails to  
12 mention how much. “...the Domain Holdings have generated revenue, which has  
13 remained in the possession of the Receiver. (Declaration of Michael W. Blacksborg in  
14 Support of Motion to Authorize Sale of Domain Names (“Blacksburg Decl.”) ¶3.)”  
15 (pg.3@26).  
16  
17

18 DSH further neglects to state that Blacksborg to date has not presented the  
19 accounting of assets that is necessary under CA code, and that this Court had Ordered  
20 that Blacksborg must supply Defendant with.(Doc.95,pg.2@5-25) Blacksborg is in  
21 contempt of a Court Order, he has failed to provide Mr. Zuccarini with anything this  
22 court ordered.  
23

24 CAL. CCP. CODE § 699.560:

25 (a) ...the levying officer to whom the writ of execution is  
26 delivered shall return the writ to the court, together with a report of  
27 the levying officer's actions and an accounting of amounts collected  
28

1           and costs incurred, at the earliest of the following times:

2           **(1) Two years from the date of issuance of the writ.**

3           (2) Promptly after all of the duties under the writ are performed.

4           **(3) When return is requested in writing by the judgment**  
5           **creditor.**

6           (4) If no levy takes place under the writ within 180 days after its  
7           issuance, promptly after the expiration of the 180-day period.

8           DSH further neglects to state that Blacksborg illegally transferred to an account  
9           in his own name, Defendant's Domain Names that were registered in Europe and this  
10          Court admitted to lack jurisdiction over. DSH also fails to state that Blacksborg had  
11          already cost Defendant around Eighty Thousand Dollars toward the alleged judgment  
12          and the tax debt. According to CA code, the Court is supposed to see to it that the  
13          Receiver deposits enough security into the Court, to cover just this sort of incident.  
14          Defendant OBJECTS to the missing Eighty Thousand Dollars (\$80,000) and this Court  
15          should have already *sua sponte* made arrangements for either Blacksborg, NameJet, or  
16          NSI to cover the amount squandered away from the alleged judgment.

17          DSH, then admits that following "the Court's June 15, 2010 Order, that DSH,  
18          US/IRS, and Blacksborg all met and conspired on the auctioning, division, and  
19          distribution of the proceeds from the Domain Name holdings. Domain Names that  
20          have income of almost Seventy Thousand Dollars (\$70,000.00) annually should not be  
21          sold, they should be allowed to continue creating revenue, and that would make it  
22          possible to have the alleged Office Depot judgment satisfied.

23          With the Eighty Thousand Blacksborg lost, and the Seventy Thousand that the  
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1 Domain Names created in the last year, the total comes to ONE HUNDRED FIFTY  
2 THOUSAND DOLLARS. So Defendant fails to understand the problem. In less than  
3 six months, the alleged judgment to Office Depot would be satisfied.  
4

### 5 CONTEMPT CHARGES

6 While it may prove extremely difficult to have Contempt of Court charges  
7 levied against someone who is not a party to an action, due to the action being quasi in  
8 rem, and because the personal jurisdiction is wanting, the Court can and should take  
9 care that the parties for which the court is responsible, conducts themselves by and  
10 within the law and in an orderly fashion. Further, this Court has not Ordered Mr.  
11 Zuccarini to do anything, contrary to the frivolous claims made by DSH in their  
12 Contempt Motion. (Doc.149,pg.3@26-28.  
13  
14

15 Further, Mr. Zuccarini is not an opposing party. Quasi in rem is against the  
16 property, not the party. How quickly these assignees forget this information is  
17 amazing.  
18

19 DSH goes on with “threatened to sue both the auctioneer and the conference  
20 hosting the auction...” (Doc.149,pg.4@21-23) Perhaps, DSH should have considered  
21 the proposition more closely before requesting that an attorney that had represented  
22 Mr. Zuccarini while Office Depot was in the process of allegedly suing him, became  
23 involved with the auction. It was not a mere threat, it was in fact a promise. Mr.  
24 Zuccarini was giving notice of a fact in order to prevent unnecessary action.  
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1 Mr. Zuccarini has not taken the time to count the number of times that DSH  
2 states that Mr. Zuccarini has disobeyed, a court order directed to Mr. Zuccarini. It  
3 appears to be on every page. There has been no court order directed to Mr. Zuccarini  
4 about anything. Mr. Zuccarini is clearly not in contempt of anything. And the matter  
5 has been quasi in rem as stated multitudes of times during the action before this court.  
6

7 The cases cited by the assignees, are cases in which the party charged with  
8 contempt were properly before the Court. *United States v. Bright*, 596 F.3d 683, 695-  
9 96 (9<sup>th</sup> Cir. 2010)<sup>4</sup> the district court subsequently found the party in contempt for  
10 failing to produce the documents, in response to IRS Summons. *Whitaker Corp. v/  
11 Execuair Corp.* is every bit as unavailing, there was a contempt of a Court Order  
12 directed to the party in 1987, and five years later, the party was in contempt of an  
13 Order directed at that party.  
14  
15

16 In fact not one of the cases cited by DS Holdings, had anything to do with a  
17 quasi in rem proceeding, which would be necessary considering the action before this  
18 Court. As explained previously, in rem and quasi in rem are actions against the  
19 property, not the party. Thus the main reason that this Court claimed to have  
20 jurisdiction over the property, the false claims about Verisign, yet Verisign had not  
21 been, and would never be contacted by assignee. It has been a big scam to convert Mr.  
22 Zuccarini's property for an alleged judgment gained by Office Depot who too lacked  
23 jurisdiction for an action brought in the improper venue.  
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27 <sup>4</sup> Doc.149,pg.6@6



1 **CONCLUSION**

2 There is only one conclusion that this Court can reach. That Mr. Zuccarini is in  
3 contempt of nothing.  
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5 Further, Mr. Zuccarini demands that this Court take the appropriate steps it is  
6 obligated to take and levy contempt charges against DS Holdings, and Blacksburg, in  
7 addition to removing Blacksburg as the appointed receiver, as they all have continually  
8 perpetrated a fraud upon this Court, and ignored court orders directed to them.  
9

10  
11 Respectfully submitted, this 6th day of August, 2010.  
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19 Defendant  
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