UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 2:10-CV-14178-MOORE/LYNCH

JOHN ZUCCARINI,
Plaintiff

vs

NAMEJET, LLC
NETWORK SOLUTIONS, LLC;
VERISIGN, INC;
ENOM, INC;
Defendants
_____/

PLAINTIFF'S RESPONSIVE OBJECTIONS TO DEFENDANT NETWORK SOLUTION. LLC'S MOTION TO DISMISS and PLAINTIFF'S MOTION TO STRIKE DEFENDANT NETWORK SOLUTIONS, LLC'S ANSWERS

COMES NOW, Plaintiff, John Zuccarini and files his ***Plaintiff's Responsive Objections to Defendant Network Solutions, LLC's[1] Motion to Dismiss and Plaintiff's Motion to Strike Defendant NSI's Answers.***

NSI moves the court to dismiss under Rule 12(b)(3), on the basis of improper venue, and on the grounds of forum selection clause. Further, NSI, in the alternative asks the Court to transfer the case to Virginia under U.S.C. 28 §§ 1406 (a), and 1404(a). NSI also seeks a Rule 12(b)(6) dismissal for failure to state a claim. Plaintiff Moves this Court to Deny defendant's Motions to Dismiss, and for an Order Granting Plaintiff's Motion to Strike Declaration of Natalie Sterling, and Defendant's Responsive Pleadings.

[1] "NSI" hereinafter.

PLAINTIFF'S STATEMENT OF FACTS

I. The Fictitious Court Order

Despite the claim of NSI and other Defendants, there never was a Court Order directed towards any registrar ordering them to transfer the domain names from the ownership of John Zuccarini ("Zuccarini" or "Plaintiff"). The Court Order of November 14, 2007 cited by NSI and the referenced Exhibit N, was an Order directed to the receiver, Michael Blacksburg ("Blacksburg") of ***Office Depot, Inc. v. Zuccarini,*** Case No. CV-06-80356-SI, N.D. Cal. summarizing the steps needed to activate an illegal agreement reached by DS Holdings, LLC ("DSH") and the registrars to transfer Zuccarini's domain names. In addition, what NSI claims was ***the Court Order*** came from a Court that lacked both personal, and subject matter jurisdiction over the Plaintiff and over NSI as well. Further the Court Order failed to meet the "'reasonable specificity' requirement".

> An order meets the "reasonable specificity" requirement only if it is a "clear, definite, and unambiguous" order requiring the action in question. See, ***United States v. Koblitz***, 803 F.2d 1523, 1527 (11th Cir.1986); ***Jordan v. Wilson***, 851 F.2d 1290, 1292 n. 2 (11th Cir.1988); see also ***Int'l Longshoremen's Ass'n v. Philadelphia Marine Trade Ass'n***, 389 U.S. 64, 76, 88 S.Ct. 201, 208, 19 L.Ed.2d 236 (1967) (union could not be held in contempt for violating order which did not clearly apply to union)

NSI pointed out that there are well over 900 domain registrars in the United States. A general Order could not be issued in this instance, or in any instance where a court lacks all jurisdiction to make such an Order.

The defendants in the case at bar, all have in-house attorneys, they all want to claim "forum selection clause" as grounds to have the case dismissed. The fact remains

that citizens have a sort of "forum selection clause" also. A defendant cannot be sued in a state where he doesn't live, doesn't have any property, and doesn't do business within the state. Plaintiff in the case at bar, was sued in the original Office Depot action by an entity that knew his address, failed to personally serve him, and won on a default.[2]. Office Depot never attempted to collect on the judgment, which DSH bought from Office Depot. In so doing, DSH violated the Rules, and laws of both CA Superior Court, and the US District Court in San Francisco, for collecting on a judgment.

DSH perpetrated a fraud upon the Court numerous times, (1) by claiming that Office Depot was never able to collect on the judgment, when Office Depot hadn't tried; (2) DSH told the Court that it had in rem jurisdiction because of VeriSign, Inc. ("VeriSign"); (3) DSH, with actual knowledge of the proper address of the Plaintiff, had Plaintiff's previous address in PA on the Writ of Execution.

II. Fraud Upon the Court

NSI had actual knowledge, that DSH had perpetrated a fraud upon the Court, and any Order thereby obtained was not merely voidable, but in fact Void. NSI did not act because of an Order, they acted on the request of DSH and the receiver (Blacksburg) "***Exhibit A"***[3] NSI clearly stated, on page 5@26, ¶20.:

> "**At Blacksburg's request**, Solutions established an account for him, and caused control of the 90 domain name registrations to be transferred from Zuccarini to Blacksburg. **Blacksburg thereby had sole control** over the domain name registrations."[4]

[2] Plaintiff had never been served with Summons and complaint against him, won on default because Plaintiff did not participate in the case.

[3] ***Proposed Complaint in Intervention for Declaratory Relief***

[4] Plaintiff fails to see how "At Blacksburg's request…" can be twisted into meaning

Further, in NSI's ***Opposition to Zuccarini's Ex Parte Application for TRO*** 06-80356-SI filed June 14, 2010 ***"Exhibit B"***, NSI stated almost exactly the same thing on pg. 3@16-21.

> "…**cooperated with Blacksburg** to establish **an account for him**, and the registration for the 90 subject domain names were transferred from Zuccarini's accounts to …Blacksburg. **Blacksburg thereby had sole and exclusive control over the registrations** of the subject domain names registered through Network Solutions."

Moreover, NSI, has actual knowledge of the vast number of registrars in this country, the only way they would have believed the Order had been directed at them, was if the Order had stated with specificity at whom it was directed. The Court Order of November 14, 2007 cited by NSI (in which NSI admits ***they*** attached exhibit N), was an Order directed to the receiver, Michael Blacksburg.

In ***Network Solutions, Inc. v Umbro Int'l, Inc.***, 259* Va. 759, 529 S.E.2d 80, 26 (2009), NSI sued Umbro because Umbro had obtained a judgment against another entity, and Umbro wanted NSI to overturn the domain names to use to satisfy the judgment; same scenario, except in the ***Office Depot*** case, NSI willingly gave away Plaintiff's domain names.

In DSH's Brief to the 9th Cir., ***Office Depot, Inc. v. Zuccarini***, Case No. 07-16788 (9th Cir., Feb. 26, 2010), DSH stated that NSI and the other registrars would only give up the domain names, if the Judge Ordered, or if there was an Order appointing a receiver, they would release them to the receiver. Subsequently, a receiver was appointed, rather than an Order directed toward the registrars, and NSI transferred the domain names. On

---

"pursuant to a Court Order…"

page 15 of DSH's Brief, last paragraph, ***"Exhibit C"*** :

> "Notably …all of the registrars, true to their word, transferred the domains to the appointed receiver…**All of the subject domain names are now currently in the Northern District of California**"

NSI had actual knowledge the entire time that Kronenberger was perpetrating a fraud upon the District Court, and NSI aided them, by helping them get the "domains into the Northern District of CA". Until that time, the domains were in VA, and the Court lacked all jurisdiction, (even ***in rem*** and ***quasi in rem***) to act against Zuccarini. NSI, aided DSH and Blacksburg, and manipulated the judicial system in order to perform an unlawful act; the results of which are fraud upon the Court, and a gross violation of Zuccarini's rights of due process of law.

A clear indication that the Court Order of November 14, 2007 was not an Order specifically directed at NSI or any of the registrars to transfer Zuccarini's domain names is evident when the issue of the fraudulent transfer of fourteen (14) .eu domain names owned by Zuccarini to the receiver Blacksburg occurred. Contained within the referenced Exhibit N, are fourteen (14) .eu domain names Zuccarini had registered through a registrar in Germany, that being Key-Systems GmbH, http://www.dd24.net, with the .eu registry being located in Belgium. The .eu domain names are treated and stated by the Court in the same exact way as the .com and .net domain names registered through NSI in the November 14, 2007 Order and Exhibit N.

As the Appeals Court in ***Office Depot, Inc. v. Zuccarini***, Case No. 07-16788 (9th Cir., Feb. 26, 2010), found jurisdiction based in California because, VeriSign, the registry for all .com and .net domain names was located in California, it should have been

impossible for the .eu domain names registered in Germany to be transferred to Blacksburg. Yet this is what happened, as Blacksburg fraudulently presented to Key-Systems GmbH, the November 14, 2007 Order and the accompanying Exhibit N, as an Order directed to Key-Systems GmbH to transfer the .eu domain names to the receiver. When though the facts show, the Order of November 14, 2007 was actually directed to Blacksburg, to activate the agreement reached by DSH, with NSI and supposedly all the other domain name registrars to transfer Zuccarini's domain names.

On June 2, 2010, Zuccarini filed a motion in District Court to have all the .eu domain names returned to his ownership, as they never should have been transferred. Inexplicably, on July 12, 2010 the District Court denied that request, but significantly stated in the Order, ***"Exhibit D"*** on page 3@26:

> "**The Court did not order the transfer of the .eu domain names to the receiver, and Zuccarini is likely correct that the Court would have lacked the jurisdiction to do so.**"

This statement by the District Court that it did not order the transfer of the .eu domain names demonstrates that the November 14, 2007 was not directed at the registrars in any way. If it had been, clearly the Court would not have been able to state that it did not order the transfer.

There is only one conclusion that can be reached in understanding the Court's July 12, 2010 Order concerning the .eu domain names. As all the domain names were viewed by the Court in the November 14, 2007 Order and as equal and the same, no matter were they were registered, or whether they were .com, .net, .org, or .eu domain names, none of them were ordered to be transferred by the registrars in the November 14, 2007 Order.

III. The NSI "*Proposed Complaint in Intervention for Declaratory Relief*"

Filed June 14, 2010 in CA District Court, NSI stated: "A real and present controversy exists", see ***"Exhibit A"***, pg. 7, ¶¶26, 27; pg. 8 ¶¶28, 29. NSI has failed to rebut Plaintiff's claims and evidence, and instead attempts to hide behind an alleged Court Order, and an alleged Agreement when neither one exists,

> Maynard, 933 F.2d at 920 (citation omitted); See also ***United States v. KS & W Offshore Eng'g, Inc***., 932 F.2d 906, 909 (11th Cir. 1991) ("The essential elements …lawful and reasonably specific order of the court…willful violation of that order.").
>
> The reasonable specificity element ..must be evaluated in the context in which it is entered …'" ***In re McDonald***, 819 F.2d 1020, 1024 (11th Cir. 1987) (citation omitted). An order, command or decree under 401(3) "meets the `reasonable specificity' requirement only if it is `clear, definite and unambiguous' [in] requiring the action in question." ***Bush Ranch Inc. v. E.I. Dupont De Nemours & Co.***, 99 F.3d 363, 370 (11th Cir. 1996).

"Exhibit A" [5] clearly states,pg.5@26, ¶20:

> "At Blacksburg's request, Solutions established an account for him, and caused control of the 90 domain name registrations to be transferred from Zuccarini to Blacksburg. Blacksburg thereby had sole control over the domain name registrations." [6]

NSI repeats the same thing in several of the documents they filed in CA District Court that 14th day of June 2010. They were adamant about joining the case and the Judge emphatically told them no. NSI complained that Blacksburg and DSH were not protecting them.

Further, in reading ***"Exhibit A,"***[7] pg. 8@11-19, ¶29:

---

[5] "***Proposed Complaint in Intervention for Declaratory Relief***"

[6] Plaintiff fails to see how "At Blacksburg's request…" can be twisted into meaning "pursuant to a Court Order…"

> "A real and present controversy also exists in that Blacksburg, despite …his knowledge as a duly licensed attorney…sought to transfer his obligations and exposures to Network Solutions, further refusing to meet his obligation to defend and indemnify Network Solutions against…DSH and Zuccarini…"

NSI's grounds for dismissal, like eNom's responsive pleadings, are based upon fictitious claims of a court order directed at, and instructing them to take action, Motion to Dismiss (MTD), pg. 2:

> "…incredibly, Zuccarini has filed this action because Network Solutions obeyed an Order entered by The Honorable Susan Illston … in a case styled Office Depot, Inc. v. Zuccarini, Civil Action No. C 06-80356 SI, N.D. Cal."
>
> "Zuccarini is now casting his lot in this Court, seeking to punish Network Solutions for doing what it was ordered to do, and seeking, in effect, to overturn his losses in California."

NSI, alleges that they merely obeyed a Court Order;[8] then go on with "seeking to punish…ordered…overturn his losses in California."[9]

Apparently NSI attempts to mislead the Court to believe the Plaintiff, without having requested such relief, is seeking to "overturn his losses in California" (MTD,pg.2). Plaintiff's complaint clearly requests for the relief which the Plaintiff seeks, and requested in his complaint; Plaintiff would like the Court to take Judicial Notice that Plaintiff also seeks truth and justice, whatever form it comes.

CA District Court had already stated that the proceeding was ***quasi in rem***, and that the Court had no jurisdiction to direct a third party to turnover intangible property to

---

[7] "***Proposed Complaint in Intervention for Declaratory Relief"***

[8] NSI is quick to holler they had a "Court Order", but has failed to produce one that has their name anywhere in it directing them to do anything.

[9] (MTD,pg.2)

satisfy a debt. ***"Exhibit D"***

IV. Slanderous, Irrelevant, Prejudicial Statements Should be Stricken

NSI, on page 3, begins their personal attacks upon Zuccarini in order to justify acts that they knowingly, willingly, wantonly, and maliciously, violated all rules and statutes concerning domain names. NSI is no stranger to proceedings concerning judgment debtors and the Courts in both CA, as well as VA, have consistently ruled against using domain names to satisfy a judgment.

NSI continually attempts to cast aspersions upon the Plaintiff for something he allegedly did some number of years ago. Discrediting the Plaintiff does not, excuse defendant's unlawful, illegal, negligent acts. The Plaintiff has realized, and learned from the errors of his past ways; Plaintiff has paid his debt to society for his wrongs.

The case at bar has to do with conspiracy,[10] deceit, false representation, fraud upon the Court, and unlawful conversion, theft by deception, grand larceny, or whatever legal terminology this court finds proper for the acts that resulted in the unlawful transfer of Zuccarini's intangible property.

The Courts have also consistently held that the only way a proceeding is supposed to be held ***in rem***, is when the judgment debtor does not live in the United States. Nevertheless, the circumstances that led to the disappearance of Plaintiff's domain names, although locked down by The Federal Trade Commission (FTC), were through ***in***

[10] To state a claim for civil conspiracy, Plaintiff must allege: "(a) an agreement between two or more parties, (b) to do an unlawful act or to do a lawful act by unlawful means, (c) the doing of some overt act in pursuance of the conspiracy, and (d) damage to plaintiff as a result of the acts done under the conspiracy." Charles v. Fla. Foreclosure Placement Ctr., LLC, 988 So. 2d 1157, 1159-60 (Fla. 3d DCA 2008).

rem proceedings, allowed, due to fraudulent conveyances to the CA District Court.

V. NSI Pleadings Should be Stricken on the Grounds of *Crimen Falsi*

Moreover, NSI, goes on attempting to discredit Zuccarini through character bashing, throughout their entire pleading, defendants are torn between making immaterial, scandalous, irrelevant, libelous, fraudulent statements about Zuccarini; addressing cases that Zuccarini had been named a defendant, then mis-citing and misquoting rulings by the courts, and have thereby perjured themselves.

NSI's MTD, pg.3, the first indented ¶, alleges that "Facing mounting cybersquatting litigation…, Zuccarini fled …("FTC") bought an action. See ***FTC v John Zuccarini***, 2002 U.S. Dist. LEXIS 13324 (E.D. Pa. Apr.10, 2002). According to the FTC,…arrested in a south Florida hotel room surrounded by computer equipment and cash…"[11] NOTE: (MTD,pg.3), second half of the ¶, was ***never stated*** in the ***FTC*** case against Zuccarini, and apparently thrown in for the ultimate attempt to discredit and prejudice the Court against the Plaintiff.

NSI then states: "The situation …is only Zuccarini's latest brush with the law."[12] The defendants not only perjured themselves, but attempt to perpetrate a fraud upon the court. Defendants' attorneys, officers of the court, know that fraudulent claims added

[11] Plaintiff cannot fathom where defendants came up with ***any*** of that ¶, considering ***every*** allegation by the FTC was that Plaintiff worked ***only*** from his laptop computer, Plaintiff could not have been surrounded by computer equipment; and although FTC made unsubstantiated guesses about large sums of money, they ***never*** said anywhere that Plaintiff was **"**surrounded by computer equipment and cash".

[12] NSI should be writing short stories, they make it appear as though they obtained this fraudulent information from someplace, rather than having made it up. With the numerous articles available about the Plaintiff on the internet, the best NSI could do was make further fraudulent statements.

into their brief to give the illusion of being direct quotes from a Judge's ruling, cannot be tolerated by this Court.

Office Depot never attempted to satisfy the alleged judgment against Plaintiff, defendants misled the 9th Cir.: "Office Depot was unable to collect on the judgment…" Furthermore, Office Depot knew they prevailed from a judgment on a default, after misleading the Court into holding ***in rem*** proceedings. The alleged judgment was obtained by a court that lacked jurisdiction, in a state where Plaintiff had no ties (CA), thereby venue was wanton as well. The ruling amounted to a void judgment; not merely voidable, but in fact void, a nullity.

VI. Office Depot v Zuccarini

It appears that defendant alleges that Plaintiff participated in, and was found guilty of violating the Anti-cybersquatting Consumer Protection Act (ACPA) in the post judgment action in CA District Court., that is erroneously titled ***Office Depot v. Zuccarini*** was a default judgment, Plaintiff lived in PA, where he had been living for fourteen (14) years; he was never served with process, and the ruling CA court claimed ***quasi in rem*** jurisdiction, in violation of the ACPA, and Office Depot was awarded a One Hundred Thousand Dollars at an in rem proceeding in direct violation of ACPA:

> The remedies in an in rem action for cybersquatting are limited to a court order for the forfeiture or cancellation of the domain name or the transfer of the domain name to the owner of the mark. Money damages are not available.

Moreover, the case in which defendant refers, is currently on Appeal,[13] if the

[13] Each of the defendants in the case at bar, has actual knowledge of the Appeal, for any of them to allege that Plaintiff is seeking to have this Court overturn the CA ruling, is ***falsum***.

ruling isn't overturned, the matter will be going to The United States Supreme Court; Plaintiff is not asking this Court to overrule the CA court.

CA District Court, granted motion to appoint a receiver. The domain names were unlocked, as agreed.[14] Although the appointment of a receiver did not alleviate the fact that NSI was still a third party; and nowhere in the Order (MTD Exhibit 1)[15] does it state that Network Solutions, LLC is Ordered to do anything.

NSI gave away Plaintiff's domain names, although there was no Court Order directing NSI to do anything, and NSI clearly admits that the Court knew it had no power to direct a third party to turn over intangible property, on top of the fact, that NSI is in Virginia, quite a distance more than the 100 miles that is within the district of that CA court; and NSI claims "The absurdity of his position is apparent on its face".?. NSI knows the law, but since they are above the law, one would assume is the reason they do as they please with no consequence.

The ***absurdity*** is what NSI appears to be claiming as their Defense. The defense fails. Businesses such as NSI, have in-house attorneys, the ***absurdity*** is that NSI is alleging that they complied with a Court Order. NSI, along with the other defendants, conspired at how to get Plaintiff's domain names; reached an understanding and

[14] Defendants falsely claim that Plaintiff has failed to plead a civil conspiracy, which also is not true. Defendants conspired to get the domain names, discussed how to do it, made agreement, and put their scheme into action. The results speak Out of around 248 domain names, somewhere around 113 are left, and none of Plaintiff's debt has been paid.

[15] MTD pg.4 *n2 NSI stated that "although this was not attached to the Order itself when entered by the Court", they themselves have attached "Exhibit N" for the Court in the case at bar. Plaintiff OBJECTS, and moves to have their pleadings sticken.

agreement, put the scheme into motion. NSI opened a new account for Blacksburg, transferred the domain names. NSI thereby effectively, and unlawfully took Plaintiff's property, the FTC has barred Plaintiff from buying, selling, or using domain names for an indefinite period of time; furthermore, once a particular domain name has been stolen or sold, from a party, the original owner, it is very difficult to recover. Plaintiff had owned many of the names for many, many years.

NSI conspired, aided in the theft, and transferred the domain names, without lawful authority to do so. Further, since DSH/Blacksburg started out with 248 domain names, and there are only around 113 at this time, who ended up with the ones that are missing? You have to imagine that NSI didn't do their part for free. Plaintiff knows that one domain name sold for $53,000.00.

> § 3-118. STATUTE OF LIMITATIONS. (g) Unless governed by other law regarding claims for indemnity or contribution, an action (i) for conversion of an instrument, for money had and received, or like action based on conversion, (ii) for breach of warranty, or (iii) to enforce an obligation, duty, or right arising under this Article and not governed by this section must be commenced within three years after the [cause of action] accrues.

Obviously, the defendants have attempted to prejudice the court against the Plaintiff, and have worked to commit a fraud upon the court, hoping to obtain a ruling in their favor, and have this Court dismiss this case against them. Plaintiff OBJECTS and moves to have their pleadings stricken.

VII. Declaration of Natalie Sterling

Plaintiff has attached ***"Exhibit E-1"*** Natalie Sterling's Declaration signed June 14, 2010, filed in the CA District Court; and ***"Exhibit E-2"*** Natalie Sterling's Declaration

signed August 10, 2010, filed in this Court. Plaintiff Moves the Court to Strike the Declarations and responsive pleadings, on the grounds of perjury.

The Declarations are neither from "first-hand knowledge", nor "personal knowledge"[16], and the alleged facts therein are untruthful. Surely Ms. Sterling knows the dates she has been employed by Network Solutions, LLC. In further support, Plaintiff shows the Court the following, (E-1 = Exhibit E-1):

> E-1, ¶1. "I am the ***custodian of records… since July 2007***."
>
> E-2, ¶1. "I am the ***Subpoena Compliance Administrator … January 2002 to November 2004***, then rejoined… in ***July 2006***."
>
> E-3, ¶1. "I am the ***custodian of records*** … ***since July 2007***."
>
> E-1, ¶11: "…to lapse, Network Solutions ***is required*** to follow its ***domain name deletion policy***…"
>
> E-3, ¶11: "…to lapse, Network Solutions ***may,*** pursuant to its ***Service Agreement***…"

Furthermore, Ms. Sterling, in each Declaration, claimed "personal knowledge" , and "Plaintiff alleges he was a customer" (E-2,pg.4@13); someone with personal knowledge would know whether or not Plaintiff was alleging to be a customer, or had in fact been a customer, until NSI gave to another the reason for the business relationship.

ARGUMENTS AND CITATIONS OF AUTHORITY

I. Defendants Move for Rule 12(b)(3) and/or in the Alternative Motion to Transfer Venue and Fed.R.Civ.P. Rule 12(b)(6) Dismissal

Defendants Move this Court for a Dismissal citing Fed.R.Civ.P. Rule 12(b)(3),

[16] Ms. Sterling claims to have "personal knowledge", yet at the same time, she claims "Network Solutions has more than two million domain name customers throughout the world…in over 100 countries"; it would be impossible for one person to have "personal knowledge" for over two million customer's accounts.

forum selection clause, improper venue. Plaintiff discusses both the 12(b)(3) and 12(b)(6) and the Motion to Transfer §1404. Should this Court feel that the complaint would be better suited in a different place, or the venue would have been proper had the complaint been filed elsewhere Plaintiff Moves the Court to rather than dismiss, transfer the case. Plaintiff filed against the four defendants in one action rather than many for the sake of judicial economy and joinder was necessary.

Plaintiff, having four defendants from all far reaches of the country: WA, CA, and VA, and having been involved for four years in an action in CA, against his wishes, brought the case in the FL court system due to not having a central local for all the parties.

> "Multiple Courts, including the US Supreme Court, have have emphasized §1404(a) with respect to judicial economy. ***Cont'l Grain Co. v Barge FBL-585***, 364 U.S. 19, 26 (1960); see also ***Ahlstrom v Clarnet Corp.*** 2002 WL 31856386 at *6 (D. Minn. 2002) ("The pendency of related litigation in another forum is a proper factor to be considered in resolving choice of venue questions.") (quoting ***Codex Corp. v Milgo Elec. Corp.***, 533 F.2d 735, 739 (1st Cir. 1977); ***In re Volkswagen of America, Inc.,*** 566 F.3d 1351 (Fed. Cir. 2009) ("[T]"he existence of multiple lawsuits involving the same issues is a paramount consideration when determining whether a transfer is in the interest of justice.")).

Plaintiff realized that he would never make all the defendants happy, and trying to participate as much as possible in CA District Court for four years, knew of no better place to file the case. He has not the necessary assets to have multi-state litigation, he is sixty-two and receives ***Social Security*** as his only income. Should this Court dismiss, Plaintiff will effectively be denied his day in court, and will never be able to recover and/or seek redress for the theft of his property.

Like NSI's Motion to dismiss under Rule 12(b)(3), Motion to Dismiss under 12(b)(6), also fails. Fed.R.Civ.P.Rule 8 calls for simplified pleading. Plaintiff, in the matter before this Court, is sixty-two years old, his only income is from Social Security, thereby has no option other than to proceed pro se; and though Plaintiff may not have perfectly worded his pleadings, under Rule 8, his pleadings are sufficient to survive a 12(b)(6) Motion to Dismiss.

> "Although his claim…may have been inartfully pled in his pro se complaint, we will construe his pleadings liberally and give him the benefit of the doubt. See ***Haines v. Kerner***, 404 U.S. 519, 520, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972) (pleadings of a pro se litigant held to less stringent standards than formal pleadings drafted by lawyers).
>
> …"reckless and negligent medical care …that is sufficient for our purposes. See ***Hoskins v. Poelstra***, 320 F.3d 761, 764 (7th Cir.2003); ***Untracht v. Fikri,*** 368 F. Supp. 2d 409 - Dist. Court, WD Pennsylvania 2005; (a complaint satisfies the requirements of Rule 8 if it notifies the defendant of the principal events). ***Gil v. Reed***, 381 F. 3d 649 - Court of Appeals, (7th Circuit 2004) "The Court must also weigh all factual allegations in favor of the plaintiff, unless the facts alleged are clearly baseless." ***Denton v. Hernandez***, 112 S. Ct. 1728, 1733 (1992); ***Scheuer v. Rhodes***, 416 U.S. 232, 236 (1974).

It has log been held

> "allegations …, , are sufficient to call for the opportunity to offer supporting evidence. …under the allegations of the pro se complaint, which are held to less stringent standards than …drafted by lawyers, it appears 'beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.' ***Conley v. Gibson***, 355 U. S. 41, 45-46 (1957). See ***Dioguardi v. Durning***, 139 F. 2d 774 (CA2 1944)."
>
> "A pro se complaint may be dismissed for failure to state a claim only if it appears "`beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.'" ***Haines***, 404 U.S. at 521 (quoting ***Conley v. Gibson***, 355 U.S. 41, 45-46 (1957)); ***Milhouse v. Carlson***, 652 F.2d 371, 373 (3d Cir. 1981).
>
> "Where a complaint can be remedied by an amendment, a district

court may not dismiss the complaint with prejudice, but must permit the amendment." ***Denton v. Hernandez***, 504 U.S. 25, 34 (1992); ***Grayson v. Mayview State Hospital,*** 293 F.3d 103, 108 (3d Cir. 2002) (dismissal pursuant to 28 U.S.C. § 1915(e)(2)); ***Shane v. Fauver***, 213 F.3d 113, 116-17 (3d Cir. 2000) (dismissal pursuant to 42 U.S.C. §1997 e(c)(1)); ***Urrutia v. Harrisburg County Police Dept.***, 91 F.3d 451, 453 (3d Cir. 1996); ***Krider v. Heron***, Dist. Court, D. New Jersey 2006

II. NSI Alleges Plaintiff's Claims are Barred by Statute of Limitations

NSI alleges that there was a one year statute of limitations for Plaintiff's claims. NSI has actual knowledge Plaintiff has been involved in a post judgment action in US District Court in CA, for four years. The case before this Court is brought due to what Plaintiff has learned in the past year, to a year and a half of the four years.

Facts clearly show whenever Plaintiff Appealed a ruling in the CA District Court, NSI attorneys would call him, and pretend they were considering preparing an amicus curiae brief on his behalf. Since that was the only times NSI communicated with Plaintiff, obviously their jobs were to act as red herrings. Once NSI realized that Plaintiff didn't yet have enough details to formulate what had taken place, Plaintiff heard nothing else from NSI, until another Appeal was being filed. Plaintiff has just recently come across the information needed to attempt having something done about the unlawful acts performed during the post judgment proceedings.

Plaintiff is unsure if FL, VA, or WA law is to be argued for the statute of limitations claimed by NSI. Plaintiff, as the injured party, and who fulfilled his obligation under the contract, and whose contract agreements went with the domain names and ended up being Blacksburg's contract whenever the domain names had to be

renewed. Supreme Court of VA has held:

> "a domain name registrant acquires the contractual right to use a unique domain name … that contractual right is inextricably bound to the domain name services…registrar] provides…. contractual rights … in the domain names …, do not exist separate and apart from [the registrar]'s services …. "a domain name registration is the product of a contract for series between the registrar and registrant." ***Network Solutions, Inc. v Umbro Int'l, Inc***., 259* Va. 759, 529 S.E.2d 80, 26 (2009)(quoting ***Dorer v Arel,*** 60 F Supp.2d 558, 561 (E.D. Va. 1999); see also ***Palacio de Mar Homeowners Ass'n v. McMahon***, 174 Cal. App. 4th 1386, 1391, 95 Cal. Rptr. 3d 445, 449 (2010)(Domain name registration supplies the intangible 'contractual right to use a unique domain name for a specified period of time.'").

NSI's claim "Zuccarini does not state a claim for conversion against Network Solutions (MTD,pg.16): "While it is unclear..just what it is that Zuccarini contends has been converted…he believes that by complying with the Court Order…Network Solutions converted his property". CA law, FL law, VA law, WA law… Conversion is an "act of dominion wrongfully asserted over another's property inconsistent with his ownership therein." ***Thomas v. Hertz Corp***., 890 So. 2d 448, 449 (Fla. 3d DCA 2004) (quotation omitted). The tort "may occur where a person wrongfully refuses to relinquish property to which another has the right of possession," and it "may be established despite evidence that the defendant took or retained property based upon the mistaken belief that he had a right to possession, since malice is not an essential element of the action." ***Seymour v. Adams***, 638 So. 2d 1044, 1047 (Fla. 5th DCA 1994) (citations omitted).

Like the majority of states to have addressed the issue, California law recognizes a property interest in domain names. As we explained in ***Kremen v. Cohen***, <u>domain names are intangible property subject to conversion claims</u>. 337 F.3d 1024, 1030 (9th Cir.

2003); "courts generally hold that domain names are subject to the same laws as other types of intangible property." Jonathan D. Hart, ***Internet Law*** 120 (2008).

California law, despite "recognizing that domain names are intangible personal property subject to a common law action for conversion", see ***Kremen***, 337 F.3d at 1024, "does not authorize statutory turnover of domain names pursuant"

CONCLUSION

After the defendants discussed how to get Plaintiff's domain names; defendants reached an agreement on how to approach the issues; they put their scheme to work, and each party did their part. NSI was to set up the account, and have everything ready so that the domain names would have a place to go. Their conspiracy completed and resulted in the ultimate goal, to end up with Plaintiff's property, with an annual revenue of Seventy Thousand Dollars $70,000, which for three years the total is $210,000.00.

Not only are the defendants guilty of conspiracy and conversion, they are also guilty of unjust enrichment, and numerous other criminal activities, possibly violations of the state and federal RICO acts.

Plaintiff Moves the Court for an Order Denying Defendants' Motions to Dismiss, in the alternative, should the Court deem that the Court must adhere to the forum selection clause, Plaintiff Moves the Court to Transfer rather than dismiss.

Plaintiff further, Moves the Court for an Order Striking the Declaration of Ms. Sterling, and Striking Defendant's responsive pleadings for crimen falsi, perjury, and bad faith toward the Plaintiff.

Respectfully submitted, this 27th day of August, 2010.

By: _____

JOHN ZUCCARINI, Pro Se
190 SW Kanner Highway
Stuart, FL 34997
raveclub@comcast.net
(772) 631-3887

CERTIFICATE OF GOOD FAITH CONFERENCE

I hereby certify that counsel for the movant has conferred with all parties or non-parties who may be affected by the relief sought in this motion in a good faith effort to resolve the issues but has been unable to do so or has made reasonable efforts to confer with all parties or non-parties who may be affected by the relief sought in the motion, but has been unable to do so.

_____

JOHN ZUCCARINI, Pro Se

CERTIFICATE OF SERVICE

I hereby Certify that I have this 27th day of August, 2010 served upon the defendants, a true and correct copy of foregoing ***Plaintiff's Response and Exhibits in Opposition to Defendant eNom, Inc.'s Motion to Dismiss*** and ***Plaintiff's Motion to Strike Defendant eNom's Answers,*** through their attorney of file, with the USPS, First Class Mail, proper postage affixed thereto, and addressed, in addition by email to the stated email addresses, as follows:

Namejet, LLC / Network Solutions, LLC
Jamie Michelle Roos
Stein Sperling Bennett De Jong Driscoll & Greefeig, PC
25 West Middle Lane
Rockville, md 20851
Email: jhertz@steinsperling.com

Timothy B. Hyland
Stein Sperling Bennett DeJong Driscoll & Greenfeig PC
25 W Middle Lane
Rockville, MD 20850
Email: thyland@steinsperling.com

VeriSign, Inc.
John Anderson Camp
Carlton Fields
100 SE 2nd Street
Suite 4200 PO Box 019101
Miami, FL 33131-9101
Email: jcamp@carltonfields.com

Ronald L. Johnston
Arnold & Porter LLP
777 S Figueroa Street, 44th Floor
Los Angeles, CA 90017-5844
Email: ronald.johnston@aporter.com

Enom, Inc.
Angela Kristin Steele
Greenberg Traurig
1221 Brickell Avenue
Miami, FL 33131
Email: steelea@gtlaw.com

Ian Ballon
Greenberg Traurig LLP
2450 Colorado Avenue
Suite 400E
Santa Monica, CA 90404
Email: ballon@gtlaw.com

Lori Chang
Greenberg Traurig LLP
2450 Colorado Avenue
Suite 400E
Santa Monica, CA 90404
Email: changl@gtlaw.com

Marlene Koch Silverman
Greenberg Traurig
1221 Brickell Avenue
Miami, FL 33131
Email: silvermanm@gtlaw.com

DATED: August 27, 2010

_____

JOHN ZUCCARINI, Pro Se
190 SW Kanner Highway
Stuart, FL 34997
raveclub@comcast.net
(772) 631-3887