

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

GRAHAM SCHREIBER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 1:12cv852 GBL/JFA
	)	
LORRAINE LESLEY DUNABIN, <i>et al.</i> ,	)	
	)	
Defendants.	)	

**VERISIGN, INC.’S  
BRIEF IN SUPPORT OF MOTION TO DISMISS**

Defendant VeriSign, Inc. (named in the Complaint as Verisign Global Registry Services) (“VeriSign”), by counsel, submits the following as its brief in support of its Motion to Dismiss pursuant to Fed. R. Civ. P. 12(b)(1), (5) and (6).

**I. INTRODUCTION**

The plaintiff, Graham Schreiber (“Schreiber”), is a resident of Canada and allegedly controls a corporation called Landcruise Ltd. This corporation allegedly rents motor homes in Canada. Schreiber alleges that he is the registrant of the domain name <landcruise.com>.

On July 31, 2012, Schreiber filed this action against Lorraine Dunabin (“Dunabin”), a resident of the United Kingdom, alleging that Dunabin operates a United Kingdom company called Alco Leisure Ltd. (“Alco”), which uses the name “Landcruise” in connection with its business of renting motor homes in the United Kingdom.

While the Complaint is difficult to understand, it appears that Schreiber alleges that by registering the third-level domain name <landcruise.uk.com>, Dunabin has infringed Schreiber’s

purported trademark, Landcruise, and has violated the Anticybersquatting Consumer Protection Act (“ACPA”). Compl. at 4. Schreiber also appears to attempt to state claims for contributory trademark infringement and dilution, and under the ACPA, against CentralNic Global Headquarters (the purported registrant of the second-level domain name <uk.com>); Network Solutions (the purported registrar for the second-level domain name <uk.com>); ICANN (the purported authority over domain names); eNom (the alleged registrar for the third-level domain name <landcruise.uk.com>); and VeriSign (which operates the registry for the .com top-level domain). Schreiber seems to claim he is damaged because he is somehow blocked from using the purported “Landcruise” mark in the United Kingdom. *Id.*<sup>1</sup>

Initially, Schreiber’s Complaint should be dismissed because VeriSign has not properly been served with process, and more than 120 days have elapsed since the Complaint was filed. But more to the point, Schreiber has failed to state a claim against VeriSign. First, Schreiber’s claims against Dunabin fail because the Lanham Act cannot be applied extraterritorially, and this Court has no jurisdiction over a dispute between Schreiber – a Canadian citizen – and Dunabin – a United Kingdom resident – alleging trademark use in the United Kingdom. In addition, VeriSign cannot be liable for trademark infringement or dilution since VeriSign has not used Schreiber’s alleged mark in commerce, and there exists no valid claim for contributory infringement or dilution. Furthermore, VeriSign is immune from suit under the “safe harbor”

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<sup>1</sup> CentralNic, ICANN, Network Solutions and eNom previously filed Motions to Dismiss. *See* Docket Nos. 7, 9, 18 and 46. CentralNic, ICANN and Network Solutions presented arguments in support of their respective motions on October 19, 2012, and the Court took the motions under advisement. *See* Docket No. 43. On that same date, the Court granted VeriSign’s Motion to Quash Service of Process. Docket No. 45. eNom subsequently filed its Motion to Dismiss, and the Court entered an order stating that eNom’s Motion would be resolved without oral argument. *See* Docket No. 53. Schreiber thereafter had an Alias Summons issued to VeriSign, which was sent to VeriSign’s registered agent by UPS, and was delivered on November 16, 2012. *See* Docket No. 54.

provisions of the Lanham Act since VeriSign is alleged to be merely the registry for the .com top-level domain. Accordingly, Schreiber's claims against VeriSign necessarily fail, and his Complaint should be dismissed with prejudice.

## **II. FACTS**

### **A. Schreiber and His Business**

VeriSign joins in and incorporates Section II.A. of CentralNic, Inc.'s Memorandum in Support of its Motion to Dismiss Plaintiff's Complaint ("CentralNic Motion") filed September 10, 2012, Docket No. 9. *See* CentralNic Motion at 4-5.

### **B. The Alleged Direct Infringement by Dunabin**

VeriSign joins in and incorporates Section II.B. of the CentralNic Motion. *See* CentralNic Motion at 5.

### **C. VeriSign**

VeriSign is alleged to be located in Reston, Virginia, and is alleged to "currently [be] Registry for '.com'". Compl. at 3.

## **III. ARGUMENT**

### **A. Legal Standard**

This motion is brought pursuant to Fed. R. Civ. P. 12(b)(1) (lack of subject matter jurisdiction); 12(b)(5) (insufficiency of service of process); and 12(b)(6) (failure to state a claim). With respect to the standard for the motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6), VeriSign joins in and incorporates Section III.A. of the CentralNic Motion. *See* CentralNic Motion at 6-7. As to the standard for the motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(5), VeriSign joins in and incorporates Section III.A. of Defendant eNom,

Inc.'s Memorandum in Support of its Motion to Dismiss Plaintiff's Complaint, filed October 19, 2012, Docket No. 46-1 ("eNom Motion"). See eNom Motion at 4.

In addition, VeriSign adds that closely aligned with Rule 12(b)(6) is Fed. R. Civ. P. 8. Rule 8(a)(2) requires a plaintiff's complaint to include "a short and plain statement of [his] claim," in order to "give the defendant fair notice of what the plaintiff's claim is and the grounds upon which it rests." *Conley v. Gibson*, 355 U.S. 41, 47 (1957). A complaint fails to comply with Rule 8(a)(2) if it "is both long and complex and fails to state its claims clearly enough for the defendants to know how to defend themselves." See *North Carolina v. McGuirt*, 114 Fed. Appx. 555, 558 (4th Cir. 2004). Failure to comply with Rule 8(a)(2) subjects a complaint to dismissal pursuant to Fed. R. Civ. P. 12(b)(6). See *Ward v. Local 684*, 2006 WL 4483164, \*2 (E.D. Va., Feb. 23, 2006).

"The dismissal of a complaint on the ground that it is unintelligible is unexceptionable. Such a complaint fails to give the defendant the notice to which he is entitled." *Id.* (quoting *Davis v. Ruby Foods, Inc.*, 269 F.3d 818, 820 (7th Cir. 2001)). While a *pro se* plaintiff's complaint is to be construed liberally, *Gordon v. Leeke*, 574 F.2d 1147, 1151 (4th Cir. 1978), if a complaint "present[s] obscure or extravagant claims defying the most concerted efforts to unravel them," then a court is not required to be a "mind reader[ ]" and "to conjure up questions never squarely presented to" it. *Beaudett v. Hampton*, 775 F.2d 1274, 1277-78 (4th Cir. 1985). "Even *pro se* litigants must state their claims in an understandable and efficient manner." *Peck v. Merletti*, 64 F. Supp. 2d 599, 602 (E.D. Va. 1999). VeriSign also joins in and incorporates Section III.A. of the CentralNic Motion in this regard. See CentralNic Motion at 7-8.

**B. There Is No Subject Matter Jurisdiction**

VeriSign joins in and incorporates Section III.B. of the CentralNic Motion. *See* CentralNic Motion at 8-11.

**C. Schreiber Fails To State A Claim**

**1. *The Complaint is unintelligible.***

The Complaint here is unintelligible. It is comprised of more than twenty single-spaced pages of statements, most of which cannot be clearly understood. While the general idea of what has caused Mr. Schreiber to have come to court can be extracted – he is upset that Ms. Dunabin is using the third-level domain name <landcruise.com.uk> -- little else in the Complaint can be comprehended, even with a great deal of parsing. Because the Complaint is unintelligible and fails to state its claims clearly enough for VeriSign to know how to defend itself, in violation of Fed. R. Civ. P. 8(a)(2), it should be dismissed pursuant to Fed. R. Civ. P. 12(b)(6). *See McGuirt*, 114 Fed. Appx at 558; *Ward*, 2006 WL 4483164 at \*2; *Banks v. Hudson*, 2008 WL 782849, \*2 (E.D. Va., Mar. 25, 2008).

**2. *The Complaint Fails To State Any Claim Under The Lanham Act***

VeriSign joins in and incorporates Section III.C. of the CentralNic Motion. *See* CentralNic Motion at 11-21.

**3. *Plaintiff's claim, if any, against VeriSign is barred under 15 U.S.C. § 1114(2)(D)***

To the extent that plaintiff's claim is intended to be a claim under the ACPA, the law provides domain name registries, like VeriSign,<sup>2</sup> with a clear “safe harbor from liability for registering an infringing domain name.” 4 McCarthy on Trademarks and Unfair Competition §

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<sup>2</sup> Verisign operates the registry for, *inter alia*, the top-level domain “.com”. *See, e.g., Globalsantafe Corp. v. Globalsantafe.com*, 250 F. Supp. 2d 610 (2003). *See also* Compl. at 3.

25:73.40 (4th ed. 2010). Cases interpreting the ACPA safe harbor provision (found at 15 U.S.C. § 1114(2)(D))<sup>3</sup> uniformly have held that this language shields passive registries and registrars – those who merely register domain names -- from liability under the ACPA: “[The] ACPA safe harbor provision . . . exempts a domain name registrar<sup>4</sup> from liability resulting from its registration of domain names for others where the registrar is acting in a purely passive capacity.” *Verizon California, Inc. v. OnlineNIC, Inc.*, 647 F. Supp. 2d 1110, 1126 (N.D. Cal. 2009) (citing 15 U.S.C. § 1114(2)(D)(iii)); *see also Solid Host, NL v. NameCheap, Inc.*, 652 F. Supp. 2d. 1092, 1104-05 (C.D. Cal. 2009) (“[A] registrar is not liable under § 1125(d) *when it acts [as] a registrar*, i.e., when it accepts registrations for domain names from customers”) (emphasis in original, citing *Lockheed Martin Corp. v. Network Solutions, Inc.*, 141 F. Supp. 2d 648, 654-55 (N.D. Tex. 2001), often referred to as “*Lockheed IF*” (granting summary judgment for the domain name registrar defendant and stating: “It is quite understandable that Congress did not cause defendant as a domain name registrar . . . to be subject to civil liability under § 1125(d).”). Here, Mr. Schreiber does not allege, nor can he allege, that VeriSign acted as anything other than a passive registry with respect to any domain name. Therefore, the safe harbor provision bars any action by him against VeriSign.

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<sup>3</sup> Section 1114(2)(D)(iii) states: “A domain name registrar, a domain name registry, or other domain name registration authority shall not be liable for damages under this section for the registration or maintenance of a domain name for another absent a showing of bad faith intent to profit from such registration or maintenance of the domain name.”

<sup>4</sup> The safe harbor provision applies equally to “[a] domain name registrar, a domain name registry, or other domain name registration authority.” 15 U.S.C. § 1114(2)(D). Therefore, for purposes of analyzing the statute, the terms “registrar” and “registry” may be used interchangeably.

4. *Plaintiff's claim fails under the ACPA*

Even were Schreiber's ACPA claim not clearly barred by the ACPA safe harbor for registries (§ 1114(2)(D)(iii)), the claim must be dismissed for failure to state a claim against VeriSign. The ACPA requires allegations that a defendant "registers, traffics in, or uses" a domain name with "bad faith intent to profit." 15 U.S.C. § 1125(d)(1)(A)(i)-(ii). *See, e.g., Bird v. Parsons*, 289 F.3d 865, 880 (6th Cir. 2002) (describing elements of an ACPA claim); *Lockheed II*, 141 F. Supp. 2d at 653-54 (same); *Solid Host*, 652 F. Supp. 2d at 1100-01 (same). Plaintiff has not alleged such facts, and well-established case law is clear that Schreiber cannot legitimately allege such facts against a passive registry.

*a. Plaintiff has not alleged that VeriSign "registered, trafficked in, or used" a domain name*

Only a registrant can "register" a domain name under the ACPA. "The word 'registers,' when considered in context, obviously refers to a person who presents a domain name for registration, not to the registrar." *Lockheed II*, 141 F. Supp. 2d at 655; *see also Bird*, 289 F.3d at 881 (only the registrant "registers" the domain name within the meaning of the ACPA). Plaintiff does not allege that VeriSign is the registrant of a domain name in issue, and in fact states in the Complaint that the domain name in issue is a third-level domain name used by Dunabin, another defendant. *See* Compl. at 4. Similarly, only the registrant or the registrant's authorized licensee can "use" a domain name under the plain language of the statute: "[a] person shall be liable for using a domain name . . . only if that person is the domain name registrant or the registrant's authorized licensee." 15 U.S.C. § 1125(d)(1)(D). *See also Lockheed II*, 141 F. Supp. 2d at 655 ("Section 1125(d)(1)(D) expressly limits the 'uses' feature to the domain name registrant or the registrant's authorized licensee"). Plaintiff does not allege (nor could he allege) that VeriSign is the domain name registrant or the authorized licensee of the registrant. Without such allegations,

Plaintiff cannot sustain an ACPA claim against VeriSign based on “use” of a domain name. *See Bird*, 289 F.3d at 881 (holding that plaintiff failed to state an ACPA claim based on “use” of a domain name because there was no allegation that defendant was the domain name registrant’s authorized licensee).

There also are no allegations that VeriSign “trafficked in” a domain name. The ACPA defines “trafficking in” a domain name as: “transactions that include, but are not limited to sales, purchases, loans, pledges, licenses, exchanges of currency, and any other transfer for consideration or receipt in exchange for consideration.” 15 U.S.C. § 1125(d)(1)(E). Schreiber does not allege that VeriSign participated in any such conduct, or any other conduct that could be construed as “trafficking in” a domain name. Indeed, a passive registry like VeriSign has consistently been held to be outside the definition of “trafficking in” domain names under the ACPA: “A[n entity] that processes domain name registration applications does not register or traffic in domain names as those terms are used in this statute [the ACPA].” *Solid Host*, 652 F. Supp. 2d at 1105. *See also Lockheed II*, 141 F. Supp. 2d at 655; *Bird*, 289 F.3d at 881. Accordingly, VeriSign cannot be liable under the ACPA’s provisions regarding registering, trafficking in or using domain names.

*b. Plaintiff has not alleged that VeriSign had a “bad faith intent to profit” from the domain name*

The ACPA clearly requires that a plaintiff allege registration, use, or trafficking in a domain name. The Complaint is devoid of any allegation that VeriSign had any such intent. *See Solid Host*, 652 F. Supp. 2d at 1110 (dismissing ACPA claim because plaintiff failed to allege the element of a bad faith intent to profit when “[t]he only intent to profit alleged is linked to [the registrar’s] operation and promotion” of its service, rather than allegations supporting an “inten[t] to profit from the goodwill associated with [plaintiff’s] trademarks.”). Therefore,



Plaintiff's ACPA claim – to the extent it is seeking to present such a claim -- should be dismissed on this ground alone. A registry is not charged with the duty to resolve trademark infringement and dilution disputes, nor should it be:

Sheer volume alone would prohibit [a registry] performing the [dispute resolution] role plaintiff would assign. Defendant simply could not function as a registr[y] . . . if it had to become entangled in, and bear the expense of, disputes regarding the right of a registrant to use a particular domain name. The fact that defendant could theoretically [resolve disputes] does not mean that defendant is obligated to do so at the risk of financial ruin. The reason the UDRP [the Uniform Domain Name Dispute Resolution Procedure] was developed was to provide the mechanism to resolve these disputes. Not only would imposing plaintiff's scheme [to obligate the registry to resolve disputes] render the UDRP nugatory, it would cause the domain name registration system in its entirety not to be feasible.

*Lockheed II*, 141 F. Supp. at 655.

Because Schreiber fails to plead any facts to establish that VeriSign had bad faith intent to profit, or that VeriSign registered, trafficked in, or used a domain name under the ACPA, Plaintiff has failed to state a claim against VeriSign for cybersquatting.

**5. *Claims for Trademark Infringement and Dilution Cannot Be Maintained Against a Domain Name Registry***

A domain name registry such as VeriSign cannot be liable to a trademark owner (assuming that Schreiber is in fact a trademark owner) for direct or contributory infringement or dilution. In this regard, VeriSign joins in and incorporates Section III.C.2. of eNom's Motion. See eNom Motion at 7. In addition, VeriSign offers the following additional arguments.

***a. VeriSign Cannot Be Held Liable for Trademark Infringement or Contributory Infringement***

Plaintiff's only reference to infringement, with respect to VeriSign, is found in the paragraph identifying VeriSign as a party (Compl. at 4):

**Defendant 4:** VeriSign (Accommodating Dilution & Contributory Infringement) of Reston, Virginia, currently Registry for “.com”.

Such claims – even had they adequately been stated – may be dispensed with easily. In *Lockheed Martin Corp. v. Network Solutions, Inc.*, 194 F.3d 980 (9th Cir. 1999), the Ninth Circuit affirmed the District Court’s decision granting summary judgment to a domain name registrar on a trademark owner’s direct infringement claims, as well as the contributory infringement claims and the direct dilution claims.

In *Lockheed*, the District Court held that the registrar defendant could not be held liable for direct trademark infringement under the Lanham Act. *See Lockheed Martin Corp. v. Network Solutions, Inc.*, 985 F. Supp. 949, 958 (C.D. Cal. 1997), *aff’d*, 194 F.3d 980 (9th Cir. 1999). The Court recognized that “something more than the registration of the name is required before the use of a domain name is infringing,” and a registrar’s “merely us[ing] domain names to designate host computers on the Internet” is “the type of purely ‘nominative’ function that is not prohibited by trademark law.” *See id.* at 957 (citing *New Kids on the Block v. New America Publ’g, Inc.*, 971 F.2d 302, 307 (9th Cir. 1992)). Courts have continued to uphold and apply the *Lockheed* Court’s reasoning and conclusions in trademark cases concerning passive registrars and registries like VeriSign. *See, e.g., Bird*, 289 F.3d at 878 (discussing *Lockheed* with approval and adding: “A registrar that grants a particular domain name to a registrant simply grants it an address . . . The fact that the registrant can then use its domain name to infringe on the rights of a registered trademark owner does not subject the registrar to liability for trademark infringement or unfair competition.”); *Size, Inc. v. Network Solutions, Inc.*, 255 F. Supp. 2d 568, 573 (E.D. Va. 2003) (discussing *Lockheed* and granting motion to dismiss). *See also, e.g., Watts v. Network Solutions, Inc.*, 1999 WL 994012, at \*2 (7th Cir., Oct. 27, 1999) (upholding summary judgment for passive defendant registrar and registry on claims of direct and contributory trademark

infringement where plaintiff “presented no evidence . . . that [the registry] knew that [registrant] was engaging in trademark infringement”).

VeriSign – as registry for the .com top-level domain – has an even more attenuated connection to the alleged third level domain at issue in the instant case than did the registrar in *Lockheed*. Therefore, any “use” of a domain name in providing registry services for the .com top-level domain is not a use of any trademark, and VeriSign cannot be liable for trademark infringement. This same analysis extends to contributory infringement claims. The *Lockheed* court further held that a registry or registrar “does not supply a product or engage in the kind of direct control and monitoring required to extend the *Inwood Lab.* [contributory infringement] rule.” *Id.* at 986. The District Court explained that a domain name registrar or registry’s “involvement with potentially infringing uses of domain names [wa]s remote,” and therefore held it was “inappropriate to extend contributory liability to [the registrar] absent a showing that [it] had unequivocal knowledge that a domain name was being used to infringe a trademark.” *Lockheed*, 985 F. Supp. at 962. Plaintiff’s allegations cannot support a contributory infringement claim against VeriSign.

*b. VeriSign Cannot Be Held Liable for Trademark Dilution or Contributory Dilution*

Plaintiff’s apparent attempt to claim “accommodating dilution” is equally unsustainable against a passive registry. As with the direct infringement claim, a dilution claim requires an allegation that the defendant used the trademark in commerce. Because a registry is only involved in the registration of the domain names (and even then, not directly with the registrant), the conduct cannot give rise to a dilution claim. *See Lockheed*, 985 F. Supp. at 959-60 (dismissing the plaintiff’s dilution claims against a registrar: “Because the Court finds as a matter of law that [the registrar] does not make commercial use of domain names as a trademarks,

[plaintiff] cannot prevail on its dilution claim.”). The District Court in *Lockheed* further denied the plaintiff’s request for leave to amend the complaint to add a claim for contributory dilution; the Court of Appeals affirmed this decision because contributory dilution claims could not succeed. *See Lockheed*, 194 F.3d at 986 (“We agree with the district court that futility supports its decision to refuse leave to amend the complaint [to restate a claim for dilution.]”); *Bird*, 289 F.3d at 879 (relying on *Lockheed* to dismiss a claim of dilution against a registrar because “acceptance of domain name registrations is not a ‘commercial use’ within the meaning of [15 U.S.C. § 1125(c)]”) (citation omitted); *Acad. of Motion Pictures Arts & Sciences v. Network Solutions, Inc.*, 989 F. Supp. 1276, 1279 (C.D. Cal. 1997) (denying preliminary injunction on dilution and contributory dilution claims in part because there were no facts suggesting that a registrar or registry used marks in commerce).

**D. The Complaint Should Be Dismissed For Insufficiency of Service of Process**

Schreiber purported to serve the original Summons and Complaint on VeriSign by sending it by UPS to a VeriSign employee. VeriSign filed a Motion to Quash this service, which motion was granted. *See* Docket Nos. 30, 31 and 45. However, the Court authorized the issuance of an Alias Summons, directed to VeriSign’s Virginia Registered Agent. *See* Docket No. 45. Rather than effect service of Alias Summons through proper means, however, Schreiber repeated what the Court already told him he could not do – he merely sent the Alias Summons and Complaint to VeriSign’s Registered Agent by UPS.

Service of the summons and complaint on a corporation is governed by Fed. R. Civ. P.

4(h):

Unless federal law provides otherwise or the defendant's waiver has been filed, a domestic or foreign corporation, or a partnership or other unincorporated association that is subject to suit under a common name, must be served:

(i) in a judicial district of the United States:

(A) in the manner prescribed by Rule 4(e)(1) for serving an individual; or

(B) by delivering a copy of the summons and of the complaint to an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process and—if the agent is one authorized by statute and the statute so requires—by also mailing a copy of each to the defendant . . . .

Rule 4(e)(1), in turn, as it applies here permits service to be effected in the manner prescribed by law for Virginia State Court summonses.

VeriSign is a Delaware corporation authorized to transact business in Virginia. Accordingly, under Virginia law, VeriSign may be served (a) through personal service on any officer, director, or its Virginia registered agent; or (b) through substituted service, where applicable, on the Secretary of the Commonwealth or the Clerk of the State Corporation Commission. *See* Virginia Code § 8.01-301. Service here was not personally made on the registered agent, nor on any of VeriSign’s officers or directors, as required by law. Therefore, there has been no valid service of process in this case.

Absent an election by a defendant to waive service of process, “[a]ttempted service through mailing of the notice and request is ineffectual . . . [and] at that point, the plaintiff must seek to accomplish personal service on the defendant.” *Convergence Tech. (USA), LLC v. Microloops Corp.*, 711 F. Supp. 2d 626, 631 (E.D. Va. 2010) (quoting *Johnson v. Warner*, 2009 WL 586730, at \*1 (W.D. Va. Mar. 6, 2009) (citing *Armco, Inc. v. Penrod-Stauffer Bldg. Sys. Inc.*, 733 F.2d 1087, 1089 (4th Cir. 1984)). Therefore, Schreiber’s mere mailing (through UPS) of the Complaint to the registered agent cannot be valid service. More than 120 days now have elapsed since this action was commenced. As there has been no proper service of process, the

case should be dismissed. *See* Fed. R. Civ. P. 4(m) (“If a defendant is not served within 120 days after the complaint is filed, the court—on motion or on its own after notice to the plaintiff—must dismiss the action without prejudice against that defendant or order that service be made within a specified time.”).

Moreover, it is axiomatic that only a non-party may serve a summons and complaint. *See* Fed. R. Civ. P. 4(c)(2). Proof of service “must be by the server’s affidavit.” Fed. R. Civ. P. 4(l)(1). Therefore, *a priori*, the affidavit of service cannot be executed by a party. Here, however, the “Proof of Service” filed with the Court [Docket No. 54] is signed by Schreiber himself. Schreiber is not permitted to effect service, and service by him is invalid even were it otherwise validly made. *See Reading v. United States*, 506 F. Supp. 2d 13, 19 (D.D.C. 2007) (even where service by certified mail is permitted, the sending of such certified mail by the plaintiff invalidates service under Rule 4(c)). Service therefore in any event therefore does not comply with the applicable rules, and is invalid.

#### IV. CONCLUSION

For the foregoing reasons, the Complaint herein should be dismissed against VeriSign, with prejudice.

/s/ Timothy B. Hyland  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 7th day of December, 2012, true copies of the foregoing, together with copies of the Notice of Electronic Filing associated therewith, were mailed, first class mail, postage prepaid, to the following non-registered users of the ECF system:

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and that true copies of the foregoing were transmitted through the Court's ECF system the same date to:

Jeremy David Engle, Esquire  
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