

ESTTA Tracking number: **ESTTA248782**

Filing date: **11/13/2008**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91186778
Party	Defendant Eric Haddad Koenig
Correspondence Address	ARLIR M. AMADO KRAMER & AMADO 1725 DUKE ST STE 240 ALEXANDRIA, VA 22314-3472 UNITED STATES arlir@krameramado.com
Submission	Motion to Suspend for Civil Action
Filer's Name	Arlir M. Amado
Filer's e-mail	arlir@krameramado.com
Signature	/Arlir M. Amado/
Date	11/13/2008
Attachments	Motion to Suspend 91186778.pdf (3 pages)(1280074 bytes) ALLCOM_Civil_Action_91186778.PDF (19 pages)(791180 bytes)

Opposition No: 91184752
Serial No: 78/898,849
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Opposer, due to the fact that the Opposition has just begun, and that the time for commencing Discovery is still one month away.

In the alternative, Applicant requests that the Board reset the time required to answer to the Opposition. In the Notice of Opposition dated October 3, 2008, the Board set a deadline of November 12, 2008 as the deadline to answer the Opposition. Since receiving the Notice of Opposition, Applicant, through his representatives, has been diligent in preparing and filing the above-mentioned civil action. Applicant believes that the disposition of the civil action is essential to disposition of the instant Opposition. Resetting the time required to answer the Opposition would not prejudice the Opposer, since Opposer has not taken any steps in reliance on Applicant's failure to answer. Furthermore, this Motion is dated November 13, 2008, which is merely one day beyond the initial deadline to submit an Answer, as set by the Board. Finally, as discussed above, Applicant respectfully argues that resetting the time to answer will not adversely impact the proceedings of the Opposition, since only a Notice of Opposition has been filed.

Respectfully submitted,
KRAMER & AMADO, P.C.

Dated : November 13, 2008

By: 
Arlir M. Amado
1725 Duke Street, Suite 240
Alexandria, VA 22314

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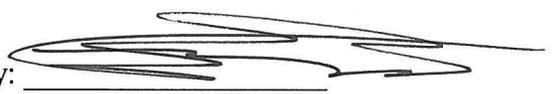
CERTIFICATE OF SERVICE

I hereby certify that this Motion to Suspend, and in the alternative, Motion to Reset Time to Answer, is being served on Opposer's counsel of record by depositing one copy thereof with an overnight courier, in an envelope addressed to the Opposer's counsel of record.

Enrico Schaefer
Traverse Legal, PLC
810 Cottageview Drive, Suite G-20
Traverse City, Michigan 49684

On this 13th day of November 2008.

KRAMER & AMADO, P.C.

By: 

Arlir Amado

Signed: November 13, 2008

FILED

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

2000 NOV 10 P 4: 15

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

ERIC HADDAD KOENIG,

Plaintiff,

v.

ALL.COM,
an Internet domain name,

Defendant.

Civil Action No.

1:00cv1169
CBL/TRJ

COMPLAINT

1. Plaintiff, Eric Haddad Koenig ("Plaintiff"), by and through his undersigned counsel, alleges the following in support of his *in rem* claim against the Internet Domain Name ALL.COM ("Defendant Domain Name"):

NATURE OF THE ACTION

2. Plaintiff files this *in rem* action asserting a claim for cybersquatting under the Anticybersquatting Consumer Protection Act ("ACPA"), 15 U.S.C. §§ 1125 *et seq.*

3. Defendant Domain Name is confusingly similar to the trademark ALL.COM and was registered with a bad faith intent to profit from Plaintiff's substantial investment in the ALL.COM trademark.

4. In bringing this lawsuit, Plaintiff seeks a preliminary and permanent injunction providing for the transfer of the Defendant Domain Name to Plaintiff Eric Haddad Koenig.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this claim pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. The Plaintiff cannot obtain *in personam* jurisdiction over registrant of Defendant Domain Name because registrant (a) is located outside of the United States, and (b) does not maintain a website on the Defendant Domain Name, and thus does not conduct any commercial activity with any forum in the United States via the Internet. As a result, registrant of the Defendant Domain Name is not subject to *in personam* jurisdiction in the United States.

7. This Court has *in rem* jurisdiction over Defendant Domain Name pursuant to 15 U.S.C. § 1125(d)(2)(A)(i)-(ii)(I) in that Plaintiff cannot obtain *in personam* jurisdiction over registrant of Defendant Domain Name. *In rem* jurisdiction is proper in this district pursuant to 15 U.S.C. § 1125(d)(2)(C)(i) because the domain name registry of Defendant Domain Name is located in this district. VeriSign Global Registry Services is the registry of the “.com” extension and is located at 21345 Ridgetop Circle, Dulles, Virginia 20166. Further, under 15 U.S.C. § 1125(d)(2)(C)(ii), upon commencement of this case, Plaintiff shall seek to obtain documents sufficient to establish control and authority regarding the disposition of the registration of Defendant Domain Name to be expeditiously deposited with the Court.

8. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) and 15 U.S.C. §§ 1125(d)(2)(A) and (C) because the registry of Defendant Domain Name is located in this district. A copy of the WHOIS record for Defendant Domain Name is attached hereto as Exhibit A.

PARTIES

9. Plaintiff Eric Haddad Koenig is an individual who resides at Montes Apalaches No. 420, Colonia Lomás de Virreyes, Mexico, D.F., Mexico, C.P. 11000.

10. Defendant Domain Name is listed in the WHOIS record as being registered to WestStar Ltd., Shavkat Rahimov, 306 Victoria House, Mahe, Victoria, Seychelles.

11. Non-party VeriSign, Inc. is a domain name registry located at 21345 Ridgetop Circle, Dulles, Virginia 20166.

12. Non-party GoDaddy.com Inc. is a domain name registrar located at 14455 N. Hayden Road, Suite 219, Scottsdale, Arizona 85260.

13. Non-party Bizcn.com is a domain name registrar located at Asics Yao, 41D International Trade Building, XiaMen, FuJian 361004 China.

14. Non-party Key Systems GmbH is a domain name registrar located at Prager Ring 4-12, 66482 Zweibruecken, Germany.

FACTUAL BACKGROUND

A. Domain Name Ownership

15. On information and belief, Defendant Domain Name was first registered on September 27, 1995.

16. On information and belief, Defendant Domain Name was registered to Channing Corn from December 2002 until April 5, 2005.

17. On April 5, 2005, Defendant Domain Name was transferred from Channing Corn to Plaintiff via the registrar Network Solutions.

18. On information and belief, Plaintiff transferred Defendant Domain Name from registrar Network Solutions to registrar GoDaddy.com Inc. on or about May 6, 2005.

19. On January 19, 2008, the WHOIS record for Defendant Domain Name showed that it was registered with GoDaddy.com Inc. in the name of ALL.COM as registrant, Plaintiff

listed as Administrative Contact, and all contact addresses listed as “200 South Biscayne Blv, Miami, Florida 33131.”

20. On or about January 20-21, 2008, a party other than Plaintiff accessed and altered the registrant information for Defendant Domain Name through the use of some surreptitious means and without the authorization or knowledge of Plaintiff.

21. On January 22, 2008, the WHOIS record for Defendant Domain Name showed that it was registered with Bizcn.com in the name of All Ltd Kovalski Selena as registrant, Kovalski Selena listed as Administrative, Technical and Billing Contact, and all contact addresses listed as “123 South Biscayne Blv 112, Miami, Florida 33235.”

22. On information and belief, on August 8, 2008, the WHOIS record for Defendant Domain Name showed that it was registered with Key Systems GmbH in the name of Caldina Ltd Shavkat Rahimov as registrant, Shavkat Rahimov listed as Administrative, Technical and Billing Contact, and all contact addresses listed as “103 Sham Peng Tong Plaza, Mahe, Victoria, Seychelles.”

23. On information and belief, on September 1, 2008, Caldina Ltd assigned all rights to WestStar Ltd.

24. On information and belief, on September 24, 2008, the WHOIS record for Defendant Domain Name showed that it was registered with Key Systems GmbH in the name of WestStar Ltd Shavkat Rahimov as registrant, Shavkat Rahimov listed as Administrative, Technical and Billing Contact, and all contact addresses listed as “306 Victoria House, Mahe, Victoria, Seychelles.”

B. Efforts to Regain Domain Name

25. On January 31, 2008, upon discovery that the registrant information for Defendant Domain Name had been altered, Plaintiff contacted registrar GoDaddy.com Inc. to: (a) state that the registrant information had been altered without authorization, (b) protest the transfer of Defendant Domain Name from Plaintiff to All Ltd Kovalski Selena as registrant, Kovalski Selena as Administrative, Technical and Billing Contact, and all contact addresses as "123 South Biscayne Blv 112, Miami, Florida 33235," and (c) re-obtain possession of the Defendant Domain Name.

26. On February 3, 2008, ICANN was contacted on behalf of Plaintiff to protest the transfer of Defendant Domain Name from Plaintiff to All Ltd Kovalski Selena as registrant, Kovalski Selena as Administrative, Technical and Billing Contact, and all contact addresses as "123 South Biscayne Blv 112, Miami, Florida 33235."

27. On March 3, 2008, Plaintiff filed a Uniform Domain Name Dispute Resolution Policy ("UDRP") complaint against Selena Kovalski with the World Intellectual Property Organization ("WIPO") Arbitration and Mediation Center ("Center"), requesting Defendant Domain Name be transferred to Plaintiff.

28. All Ltd, Selena Kovalski was represented in the UDRP proceeding before the WIPO Center by Traverse Legal, PLC.

29. On June 17, 2008, the WIPO Center denied Plaintiff's requested relief finding that the dispute was not within the scope of the UDRP, as the case would have required the WIPO Center to determine issues of fraud, theft, and forgery, and such issues are beyond the WIPO Center's limited jurisdiction under the UDRP.

C. Trademark Rights in ALL.COM

30. On December 14, 2005, Plaintiff filed an application with the Mexican Institute of Industrial Property (“IMPI”) for the stylized trademark ALL.COM and design in Class 38. This application was assigned No. 997180.

31. On December 14, 2005, Plaintiff filed an application with the IMPI for the stylized trademark ALL.COM and design in Class 9. This application was assigned No. 1027469.

32. On December 14, 2005, Plaintiff filed an application with the IMPI for the stylized trademark ALL.COM and design in Class 42. This application was assigned No. 1027470.

33. On April 11, 2006, Plaintiff filed an application with the IMPI for the stylized trademark ALL.COM and design in Class 41. This application was assigned No. 1023624.

34. On April 11, 2006, Plaintiff filed an application with the IMPI for the stylized trademark ALL.COM and design in Class 35. This application was assigned No. 1036774.

35. On July 6, 2006, Plaintiff filed an intent-to-use trademark application with the United States Patent and Trademark Office (“USPTO”) for the mark ALL.COM in Classes 35 and 38. This application was assigned Serial No. 78980323.

36. On July 6, 2006, Plaintiff filed an intent-to-use trademark application with the USPTO for the mark ALL.COM in Classes 9 and 41. This application was assigned Serial No. 78923609.

37. On August 9, 2007, Plaintiff obtained registration for the stylized trademark ALL.COM and design in Class 38 from the IMPI, No. 997180.

38. On February 12, 2008, Plaintiff obtained registration for the stylized trademark ALL.COM and design in Class 41 from the IMPI, No. 1023624.

39. On February 21, 2008, Plaintiff obtained a certificate of reservation of rights (*reserva de derechos*) for exclusive use of the title ALL.COM in periodic publications through a computer network from the Mexican National Institute of Copyright (*Instituto Nacional del Derecho de Autor*), a decentralized administrative agency of the Ministry of Public Education (*Secretaría de Educación Pública*), No. 04 – 2008 – 022112273500-203.

40. On February 28, 2008, Plaintiff obtained registration for the stylized trademark ALL.COM and design in Class 9 from the IMPI, No. 1027469.

41. On February 28, 2008, Plaintiff obtained registration for the stylized trademark ALL.COM and design in Class 42 from the IMPI, No. 1027470.

42. On February 28, 2008, Plaintiff obtained registration for the stylized trademark ALL.COM and design in Class 35 from the IMPI, No. 1036774.

43. On August 5, 2008, USPTO Serial No. 78980323 was published for Opposition in the Official Gazette.

D. Trademark Trial and Appeal Board Opposition

44. On August 27, 2008, a Request for Extension of Time to File an Opposition to the registration of the mark ALL.COM was filed with the U.S. Trademark Trial and Appeal Board (“TTAB”) by Enrico Schaefer, Esq., Traverse Legal, PLC, on behalf of All Ltd and Selena Kovalski.

45. On August 27, 2008, a Request for Extension of Time to File an Opposition was filed with the TTAB by Enrico Schaefer, Esq., Traverse Legal, PLC, on behalf of Caldina Ltd and Shavkat Rahimov.

46. On October 2, 2008, a Notice of Opposition was filed with the TTAB by Enrico Schaefer, Esq., Traverse Legal, PLC, on behalf of WestStar Ltd. (the "TTAB Opposition").

47. Registrant WestStar Ltd. has shown a bad faith intent to profit from the mark ALL.COM by filing the TTAB Opposition in which WestStar Ltd. claims ownership of the Defendant Domain Name and the mark ALL.COM, as the mark and other intellectual property rights to the Defendant Domain Name rightfully belong instead to Plaintiff.

48. Previous registrant All Ltd, which notably shared the same address as current registrant WestStar Ltd. at 306 Victoria House, Mahe, Victoria, Seychelles, has shown a bad faith intent to profit from the mark ALL.COM by providing "material and misleading false contact information when applying for the registration of the" Defendant Domain Name under 15 U.S.C. § 1125 (d)(1)(B)(i)(VII), as the WIPO Center stated that the registrant address first used by All Ltd was an incorrect and inadequate address.

E. Additional Background on the Dispute Regarding the Defendant Domain Name

49. In the UDRP proceeding before the WIPO Center, All Ltd asserted that there was a substantial business relationship between Plaintiff and Selena Kovalski starting in 2005, which is purportedly evidenced by correspondence indicating that the Defendant Domain Name was to be registered in both Plaintiff's and Selena Kovalski's names, and Plaintiff was to develop a search engine website on the Defendant Domain Name.

50. In the UDRP proceeding before the WIPO Center, Plaintiff denied (a) engaging in any 2005 correspondence with Selena Kovalski, and (b) agreeing to register the Defendant Domain Name in joint names.

51. Plaintiff further maintains that he never engaged in any such 2005 correspondence or entered into any agreement with All Ltd. In fact, Plaintiff has never had any communications

with any person named Selena Kovalski or any similar name, has never received or transmitted any correspondence (including emails) from or to such a person, has never entered into any kind of agreement regarding the Defendant Domain Name or any other matter with Selena Kovalski or All Ltd, and had never heard the name Selena Kovalski until such time that Plaintiff discovered, on or about January 31, 2008, that the registrant information for Defendant Domain Name had been altered.

52. In the UDRP proceeding before the WIPO Center, All Ltd produced a document entitled "Domain Name Purchase Agreement" made as of January 10, 2008, purportedly indicating that Plaintiff agreed to transfer his entire right, title and interest in and to the Defendant Domain Name to All Ltd (represented by its President, Selena Kovalski) together with other rights, for \$80,000, of which \$40,000 was said to have been paid in 2005.

53. In the UDRP proceeding before the WIPO Center, Plaintiff denied entering into any agreement for the sale of the Defendant Domain Name to All Ltd (represented by its President, Selena Kovalski) or receiving any such payment.

54. Plaintiff further maintains that, except for the transfer of the Defendant Domain Name from Channing Corn referenced in Paragraph 17 above, he never entered into any such agreement for the sale of the Defendant Domain Name to All Ltd or receiving any payments from All Ltd or Selena Kovalski. In fact, except for the transfer of the Defendant Domain Name from Channing Corn referenced in Paragraph 17 above, Plaintiff has never signed any agreement regarding the sale of the Defendant Domain Name with any other party, including All Ltd, and has never received any payments from any other parties regarding any sale or transfer of the Defendant Domain Name, including All Ltd.

55. In the UDRP proceeding before the WIPO Center, Plaintiff provided forensic analysis of the documents purportedly containing his signature, including the Domain Name Purchase Agreement, and Plaintiff believes these documents purporting to contain his signature to be forgeries.

56. In the UDRP proceeding before the WIPO Center, All Ltd produced a purported invoice for \$40,000 for the Defendant Domain Name (a) purportedly identifying “Haddad Web Solutions Ltd” as the beneficiary, and (b) purportedly identifying “Danske Bank” as the beneficiary bank.

57. In the UDRP proceeding before the WIPO Center, Plaintiff denied the truthfulness or existence of the agreement for sale of the Defendant Domain Name, and the invoice for \$40,000 produced by All Ltd.

58. Plaintiff further maintains that any such agreement for sale of the Defendant Domain Name, and invoice for \$40,000 are not true and accurate documents.

59. Plaintiff has never controlled, nor has Plaintiff ever known of the entity “Haddad Web Solutions Ltd,” the purported beneficiary of the \$40,000 payment.

60. Plaintiff has never held an account under the name of “Haddad Web Solutions Ltd” at Danske Bank, the purported beneficiary bank.

61. In the UDRP proceeding before the WIPO Center, All Ltd produced a document that appeared to be a payment order confirmation dated January 11, 2008, showing the alleged transfer of \$40,000, to Haddad Web Solutions Ltd for purchase of the Defendant Domain Name. The document produced by All Ltd notably has all account numbers redacted, including the alleged beneficiary bank.

62. In the UDRP proceeding before the WIPO Center, Plaintiff denied the truthfulness or existence of such payment order confirmation.

63. Plaintiff further maintains that such payment order confirmation is not a true and accurate document, and that Plaintiff has never received a payment of any kind in any amount from All Ltd or Selena Kovalski.

64. In the TTAB Opposition, registrant WestStar Ltd., identified a March 24, 2005 agreement between Plaintiff and All Ltd (by its President, Selena Kovalski), yet this purported agreement was never mentioned or produced in the UDRP proceeding before the WIPO Center, to which Selena Kovalski was a party, nor was this purported agreement produced as an exhibit to the TTAB Opposition. Registrant WestStar Ltd. stated that the purported agreement was executed on or about March 24, 2005 in the text of the Notice of Opposition, but for unknown reasons defined it as the “3/24/08 Agreement.”

65. Plaintiff never entered into any agreement with All Ltd or Selena Kovalski in March 2005, and doubts the veracity of an agreement that was not previously referenced in the UDRP proceeding before the WIPO Center, regardless of whether it was purportedly executed on March 24, 2005 or March 24, 2008.

66. In the TTAB Opposition, WestStar Ltd. referenced the purported email exchanges between Plaintiff and Selena Kovalski in March 2005, discussed in Paragraph 49 above and faxes purportedly sent by Plaintiff to Selena Kovalski.

67. During the time such email correspondence and faxes were purportedly sent in March 2005, Plaintiff was on vacation in Panama and not actively conducting business.

68. In the TTAB Opposition, WestStar Ltd. stated that the Domain Name Purchase Agreement purportedly executed on January 10, 2008, “incorporated by reference paragraph 3 of

the 3/24/08 Agreement between [Plaintiff] and All Ltd., and [Plaintiff] confirmed the same by signing the 1/10/08 Agreement.” (Notice of Opposition ¶ 17.)

69. Plaintiff never entered into any agreement related to the Defendant Domain Name with All Ltd on March 24, 2005, or January 10, 2008, or at any other time.

70. Plaintiff never confirmed the purported March 24, 2005 agreement by signing the purported January 10, 2008 agreement, as such agreements were never executed, and Plaintiff notes again that the purported March 24, 2005 agreement was never mentioned or produced in the UDRP proceeding before the WIPO Center when the purported January 10, 2008 agreement, which allegedly confirms the March 24, 2005 agreement, was first mentioned by All Ltd.

71. Plaintiff notes that, as described in the TTAB Opposition, there have been several transfers of the Defendant Domain Name in quick succession after the UDRP proceeding before the WIPO Center: (a) On June 17, 2008, the WIPO Center determined that Plaintiff’s requested relief was beyond the scope of the UDRP; (b) On July 30, 2008, All Ltd transferred the Defendant Domain Name to Selena Kovalski; (c) On August 6, 2008, Selena Kovalski transferred the Defendant Domain Name to Caldina Ltd.; and (d) On September 1, 2008, Caldina Ltd transferred the Defendant Domain Name to WestStar Ltd.

72. In short shrift, the registrant information for the Defendant Domain Name moved from an address located in Miami, Florida, down the street from Plaintiff, where a court would be able to obtain *in personam* jurisdiction over the purported registrant, to an address located in Victoria, Seychelles, limiting the court to *in rem* jurisdiction over the Defendant Domain Name.

73. In the UDRP proceeding before the WIPO Center, All Ltd stated that the proper forum for resolution of the dispute was the courts, yet the string of registrants (including All Ltd) have quickly attempted to eliminate nearly all connections between the Defendant Domain Name

and the United States courts, thus limiting the ability of any party to have this matter successfully resolved.

74. The Plaintiff and registrants maintain drastically different views and monetary values of the project to be hosted on the Defendant Domain Name, further reinforcing that no such agreement to transfer the Defendant Domain Name or trademark rights was ever executed by the Plaintiff.

75. In the UDRP proceeding before the WIPO Center, the documents submitted by All Ltd claimed that the Defendant Domain Name and corresponding search engine to be developed on the website were valued at \$97,000 (for complete ownership of the Defendant Domain Name and development costs for the search engine).

76. Plaintiff has invested substantial sums into the Defendant Domain Name, the trademarks, and the corresponding software application to be hosted on the Defendant Domain Name—a social network and media platform and other applications unrelated to a search engine.

77. Plaintiff is nearly ready to launch his service but is unable to do so because Plaintiff no longer has custody, possession or control of the Defendant Domain Name as a result of another party's bad faith registration of the domain name and intent to profit from the mark.

COUNT I

Violation of Anticybersquatting Consumer Protection Act

15 U.S.C. § 1125

78. Plaintiff repeats and re-alleges Paragraphs 1 – 77 as if fully set forth herein.

79. Plaintiff is the owner of all right, title, and interest in and to Mexican Trademark Nos. 997180, 1023624, 1027469, 1027470, and 1036774; Mexican certificate of reservation of

rights No. 04 – 20008 – 022112273500-203; and U.S. Trademark Serial Nos. 78980323 and 78923609.

80. The registration of Defendant Domain Name infringes Plaintiff's trademarks.

81. The registration of Defendant Domain Name likely confuses consumers seeking Plaintiff's website.

82. Defendant Domain Name was registered in bad faith.

PRAYER FOR RELIEF

Wherefore, Plaintiff requests entry of judgment in its favor as follows:

(a) For an Order, pursuant to 15 U.S.C. § 1125(d)(1)(C), that ownership of the domain name ALL.COM be transferred to Plaintiff; and,

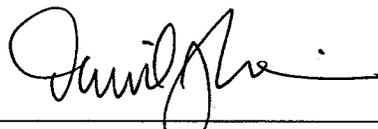
(b) Grant to Plaintiff such other and further relief as the Court may deem just, proper, and equitable under the circumstances.

Demand for Jury Trial

Plaintiff hereby demands a trial by jury on all issues so triable.

Date: November 10, 2008

Respectfully submitted,



David J. Ervin (VA Bar # 34719)
Kelley Drye & Warren LLP
3050 K Street, N.W. Suite 400
Washington, DC 20007-5108
Phone: 202 342-8400
Fax: 202 342-8451
Email: dervin@kelleydrye.com

Counsel for Plaintiff

EXHIBIT A

WHOIS Search Results

Your WHOIS Search Results



all.com

Make an instant, anonymous offer to the current domain registrant. [Learn More](#)

[Make an offer to buy this domain](#)

RSS Feed Sample

[newbystravel.com](#) Expired 10/12/2008
[Make an Offer](#)

[luxurytravelratings.com](#) Expired
10/12/2008 [Make an Offer](#)

[travelloops.com](#) Expired 10/12/2008 [Make an Offer](#)

[alofthotelsnyc.com](#) Expired 10/12/2008
[Make an Offer](#)

[russiantravelbureau.com](#) Expired
10/12/2008 [Make an Offer](#)

[Previous Items](#) [Next Items](#) [Make Your Own Feed](#)

SEARCH AGAIN

Enter a search term:

e.g. networksolutions.com

Search by:

[Domain Name](#)

[IP Address](#)

; This data is provided by domaindiscount24.com
 ; for information purposes, and to assist persons obtaining information
 ; about or related to domain name registration records.
 ; domaindiscount24.com does not guarantee its accuracy.
 ; By submitting a WHOIS query, you agree that you will use this data
 ; only for lawful purposes and that, under no circumstances, you will
 ; use this data to
 ; 1) allow, enable, or otherwise support the transmission of mass
 ; unsolicited, commercial advertising or solicitations via E-mail
 ; (spam); or
 ; 2) enable high volume, automated, electronic processes that apply
 ; to this WHOIS server.
 ; These terms may be changed without prior notice.
 ; By submitting this query, you agree to abide by this policy.

DOMAIN: ALL.COM

RSP: domaindiscount24.com
 URL: http://www.dd24.net

owner-contact: P-SXR540
 owner-organization: WESTSTAR LTD
 owner-fname: Shavkat
 owner-lname: Rahimov
 owner-street: 306 VICTORIA HOUSE
 owner-city: Mahe
 owner-state: Victoria
 owner-zip: Victoria
 owner-country: SC
 owner-phone: 34912919241
 owner-fax: 34912919241
 owner-email: shuvkat@hotmail.com

admin-contact: P-SXR540
 admin-organization: WESTSTAR LTD
 admin-fname: Shavkat
 admin-lname: Rahimov
 admin-street: 306 VICTORIA HOUSE
 admin-city: Mahe
 admin-state: Victoria
 admin-zip: Victoria
 admin-country: SC
 admin-phone: 34912919241
 admin-fax: 34912919241
 admin-email: shuvkat@hotmail.com

tech-contact: P-SXR540
 tech-organization: WESTSTAR LTD
 tech-fname: Shavkat
 tech-lname: Rahimov
 tech-street: 306 VICTORIA HOUSE
 tech-city: Mahe
 tech-state: Victoria
 tech-zip: Victoria
 tech-country: SC
 tech-phone: 34912919241
 tech-fax: 34912919241
 tech-email: shuvkat@hotmail.com

billing-contact: P-SXR540
 billing-organization: WESTSTAR LTD
 billing-fname: Shavkat
 billing-lname: Rahimov
 billing-street: 306 VICTORIA HOUSE
 billing-city: Mahe
 billing-state: Victoria
 billing-zip: Victoria
 billing-country: SC
 billing-phone: 34912919241
 billing-fax: 34912919241
 billing-email: shuvkat@hotmail.com

nameserver: ns1.eu-server.net
 nameserver: ns2.eu-server.net

; Please register your domains at
 ; http://www.dd24.net

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

[Show underlying registry data for this record](#)

Current Registrar: KEY-SYSTEMS GMBH
IP Address: 1.1.1.1 (ARIN & RIPE IP search)
IP Location: -(-)
Record Type: Domain Name
Server Type: Netscape 6
Lock Status: clientTransferProhibited
DMOZ: no listings
YI Directory: [see listings](#)
Secure: No
E-commerce: No
Traffic Ranking: 4
Data as of: 31-Jan-2008

When you register a domain name, current policies require that the contact information for your domain name registration be included in a public database known as WHOIS. To learn about actions you can take to protect your WHOIS information visit www.internetprivacyadvocate.org.

NOTICE AND TERMS OF USE: You are not authorized to access or query our WHOIS database through the use of high-volume, automated, electronic processes or for the purpose or purposes of using the data in any manner that violates these terms of use. The Data in Network Solutions' WHOIS database is provided by Network Solutions for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. Network Solutions does not guarantee its accuracy. By submitting a WHOIS query, you agree to abide by the following terms of use: You agree that you may use this Data only for lawful purposes and that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, e-mail, telephone, or facsimile; or (2) enable high volume, automated, electronic processes that apply to Network Solutions (or its computer systems). The compilation, repackaging, dissemination or other use of this Data is expressly prohibited without the prior written consent of Network Solutions. You agree not to use high-volume, automated, electronic processes to access or query the WHOIS database. Network Solutions reserves all rights and remedies it now has or may have in the future, including, but not limited to, the right to terminate your access to the WHOIS database in its sole discretion, for any violations by you of these terms of use, including without limitation, for excessive querying of the WHOIS database or for failure to otherwise abide by these terms of use. Network Solutions reserves the right to modify these terms at any time.



Need to get your business online?

Our professional designers can build a custom Web site for your business.



\$11.95/month, plus a \$499.00 design fee



Pay Per Click from Network Solutions

Create and manage your pay per click advertising from as low as \$125/month plus \$99 one time set-up fee



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- [SOLUTIONS TO SELL ONLINE](#)
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- [SOLUTIONS TO SAVE MONEY](#)

SEARCH FOR A DOMAIN:

GET A FREE DOMAIN WITH HOSTING



"An outstanding customer service experience" J.D. Power and Associates



100% Secure Transaction
For your protection, this Web site is secured with the highest level of SSL Certificate encryption.

© Copyright 2008 Network Solutions. All rights reserved.

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of November, 2008, I caused the foregoing *IN REM* **COMPLAINT** to be served by FedEx international commercial mail delivery, postage prepaid, and electronic mail delivery, on the following registrant of the Internet domain name ALL.COM:

WESTSTAR LTD
Shavkat Rahimov
306 Victoria House
Mahe, Victoria, Seychelles
shuvkat@hotmail.com

With a courtesy copy to counsel for the registrant of the Internet domain name ALL.COM by FedEx commercial mail delivery, postage prepaid, and electronic mail delivery:

Enrico Schaefer, Esq.
Traverse Legal, PLC
810 Cottageview Drive, Suite G-20
Traverse City, MI 49684
enrico.schaefer@traverselegal.com



David J. Ervin (VA Bar # 34719)
Kelley Drye & Warren LLP
3050 K Street, N.W. Suite 400
Washington, DC 20007-5108
Phone: 202 342-8400
Fax: 202 342-8451
Email: dervin@kelleydrye.com

Counsel for Plaintiff, Eric Haddad Koenig