

COMPLAINT TRANSMITTAL COVERSHEET

Attached is a Complaint that has been filed against you with the World Intellectual Property Organization (**WIPO**) Arbitration and Mediation Center (the **Center**) pursuant to the Uniform Domain Name Dispute Resolution Policy (the **Policy**) approved by the Internet Corporation for Assigned Names and Numbers (**ICANN**) on October 24, 1999, the Rules for Uniform Domain Name Dispute Resolution Policy (the **Rules**) approved by ICANN on October 30, 2009, and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the **Supplemental Rules**).

The Policy is incorporated by reference into your Registration Agreement with the Registrar(s) of your domain name(s), in accordance with which you are required to submit to a mandatory administrative proceeding in the event that a third party (a **Complainant**) submits a complaint to a dispute resolution service provider, such as the Center, concerning a domain name that you have registered. You will find the name and contact details of the Complainant, as well as the domain name(s) that is/are the subject of the Complaint in the document that accompanies this Coversheet.

You have no duty to submit a Response to the Complaint until you have been formally Notified of the Complaint and Commencement of Administrative Proceedings by the Center. Once the Center has checked the Complaint to determine that it satisfies the formal requirements of the Policy, the Rules and the Supplemental Rules, it will forward an official copy of the Complaint, including annexes, to you by e-mail as well as sending you hardcopy Written Notice by post and/or facsimile, as the case may be. You will then have 20 calendar days from the date of Commencement within which to submit a Response to the Complaint in accordance with the Rules and Supplemental Rules to the Center and the Complainant. You may represent yourself or seek the assistance of legal counsel to represent you in the administrative proceeding.

- The **Policy** can be found at <http://www.icann.org/en/dndr/udrp/policy.htm>
- The **Rules** can be found at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>
- The **Supplemental Rules**, as well as other information concerning the resolution of domain name disputes can be found at <http://www.wipo.int/amc/en/domains/supplemental/eudrp/>
- A **model Response** can be found at <http://www.wipo.int/amc/en/domains/respondent/index.html>

Alternatively, you may contact the Center to obtain any of the above documents. The Center can be contacted in Geneva, Switzerland by telephone at +41 22 338 8247, by fax at +41 22 740 3700 or by e-mail at domain.disputes@wipo.int.

You are kindly requested to contact the Center to provide an alternate e-mail address to which you would like (a) the Complaint, including Annexes and (b) other communications in the administrative proceeding to be sent.

A copy of this Complaint has also been sent to the Registrar(s) with which the domain name(s) that is/are the subject of the Complaint is/are registered.

By submitting this Complaint to the Center the Complainant hereby agrees to abide and be bound by the provisions of the Policy, Rules and Supplemental Rules.

Before the:

**WORLD INTELLECTUAL PROPERTY ORGANIZATION
ARBITRATION AND MEDIATION CENTER**

***GAIJIN ENTERTAINMENT
CORPORATION***
901 N. Pitt Street, Suite 325
Alexandria, VA 22314

(Complainant)

-v-

BRANDON HARRIS
90 Athol Ave, Apt. 1F
Oakland, CA 94606
USA

(Respondent)

gaijin
90 Athol Ave, Apt. 1F
Oakland, CA 94606
USA

(Respondent)

Disputed Domain Name(s):

WWW.GAIJIN.COM

COMPLAINT

(Rules, Paragraph 3(b); Supplemental Rules, Paragraphs 4(a), 12(a), Annex E)

I. Introduction

[1.] This Complaint is hereby submitted for decision in accordance with the Uniform Domain Name Dispute Resolution Policy (the **Policy**), approved by the Internet Corporation for Assigned Names and Numbers (**ICANN**) on October 24, 1999, the Rules for Uniform Domain Name Dispute Resolution Policy (the **Rules**), approved by ICANN on October 30, 2009, and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the **Supplemental Rules**).

II. The Parties

A. The Complainant

(Rules, Paragraphs 3(b)(ii) and (iii))

[2.] The Complainant in this administrative proceeding is Gaijin Entertainment Corporation, a Virginia corporation.

[3.] The Complainant's contact details are:

Address: 901 N. Pitt St., Suite 325, Alexandria, VA 22314

Telephone: 703.739.9111

Fax: 202.318.0723

E-mail: anton@gaijin.ru

[4.] The Complainant's authorized representative in this administrative proceeding is:

Leo V. Goldstein-Gureff, Esq.
Dmitri I. Dubograev, Esq.
International Legal Counsels PC
901 N. Pitt Street, Suite 325
Alexandria, VA 22314
phone: 202.835.0966
703.739.9111
fax: 202.318.0723
lg@legal-counsel.com
www.legal-counsels.com
www.femida.us

[5.] The Complainant's preferred method of communications directed to the Complainant in this administrative proceeding is:

Electronic-only material

Method: e-mail

Address: info@legal-counsels.com

Contact: Leo V. Goldstein-Gureff, Esq.
Dmitri I. Dubograev, Esq.

Material including hardcopy (where applicable)

Method: Post/courier
Address: 901 N. Pitt Street, Suite 325, Alexandria, VA 22314
Fax: 1.202.318.0723
Contact: Leo V. Goldstein-Gureff, Esq.
Dmitri I. Dubograev, Esq.

B. The Respondent

(Rules, Paragraph 3(b)(v))

[6.] According to the Registrar, Tucows, Inc., the domain name **www.gaijin.com** is registered to “gaijin,” whose Administrative Contact is Mr. Brandon Harris. Both “gaijin” and Mr. Brandon Harris are the Respondents in this administrative proceeding. Information about the concerned Registrar can be found on <http://www.tucowsdomains.com/whois>, the Registrar’s “Whois” database. Copies of the printout of the database search conducted on July 23, 2013 are provided as *Annex I*.

[7.] All information known to the Complainant regarding how to contact the Respondent is as follows:

gaijin
Brandon Harris, Domain Administrator
90 Athol Ave, Apt. 1F
Oakland, CA 94606
USA
Telephone: 1.415.806.4208
Email address: bharris@gaijin.com

The complaint lists both “gaijin” and Mr. Brandon Harris as the Respondents, both of whom appear to have the same contact information. The Registrar of Record lists the registrant as “gaijin” and Mr. Harris as the Administrative and Technical Contact. Thus, both “gaijin” and Mr. Harris are named in this Complaint.

III. The Domain Name(s) and Registrar(s)

(Rules, Paragraphs 3(b)(vi), (vii))

[8.] This dispute concerns the domain name identified below:

www.gaijin.com

The domain name identified in this Section [8] was registered on May 22, 1995.

[9.] The registrar with which the domain name is registered is:

Tucows, Inc.
96 Mowat Avenue
Toronto, ON M6K 3M1
Canada
Telephone: 416.535.0123
Fax: 416.531.5584
General email: info@tucows.com
UDRP Disputes Email: compliance@opensrs.org

IV. Language of Proceedings
(Rules, Paragraph 11)

[10.] Upon information and belief, the language of the Registration Agreement is English, a copy of which is provided as *Annex 2* to this Complaint. The Complaint has been submitted in English. The Complainant requests that the language of the proceedings be English as both the Complainant and Respondent have conducted pre-complaint correspondence in English, the Respondent's registered office is in the U.S., the domain **www.gaijin.com** is maintained and updated in the English language, and the Respondent Mr. Brandon Harris's social media presence is also in the English language. *See Annex 3*. Based on the foregoing, the Respondents' familiarity with the English language is presumed.

V. Jurisdictional Basis for the Administrative Proceeding
(Rules, Paragraphs 3(a), 3(b)(xv))

[11.] This dispute is properly within the scope of the Policy and the Administrative Panel has jurisdiction to decide the dispute. The registration agreement, pursuant to which the domain name that is the subject of this Complaint is registered, incorporates the Policy. Tucows, Inc. is an accredited ICANN Registrar, and has been accredited by ICANN to register names in the top level domains. Upon information and belief, the Respondent registered the domain name **www.gaijin.com** on or around May 22, 1995. Pursuant to provision five (5) of the Registration Agreement, attached hereto as *Annex 2*, the Respondent agreed to abide by the ICANN Uniform Dispute Resolution Policy, as amended from time to time. A true and correct copy of the domain name dispute policy that applies to the domain name in question is provided as *Annex 11* to this Complaint and can be found at <http://domains.gaijin.com/info/eua.html>.

VI. Factual and Legal Grounds
(Policy, Paragraphs 4(a), (b), (c); Rules, Paragraph 3)

[12.] This Complaint is based on the following grounds:

A. **The domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;**

(Policy, Paragraph 4(a)(i); Rules, Paragraphs 3(b)(viii), (b)(ix)(1))

- The disputed domain name **www.gaijin.com** is identical and confusingly similar to a trademark in which the Complainant has rights. The Complainant owns a registered trademark for the mark “Gaijin” (herein the “**Gaijin Mark**” or “**Mark**”) with the United States Patent and Trademark Office (“**USPTO**”), registration number 4,037,227. A copy of the Registration Certificate for the Gaijin Mark is attached hereto as *Annex 5*. The Gaijin Mark was registered with the USPTO on October 11, 2011 for the following classes: Class 009: Entertainment multimedia computer game programs and computer game software, electronic game programs; computer game programs; interactive multimedia game programs; downloadable electronic game programs; electronic game software; downloadable computer game software; computer game software contained on CDs, CD-ROMS, DVDs, and interactive CD ROMs for use with personal computers, home video game consoles used with televisions, and for arcade-based video game consoles; computer game discs featuring interactive video, computer games and interactive game software; user documentation sold as a unit therewith; and Class 041: Multimedia entertainment services, namely, providing on-line computer games and entertainment content in the field of games; providing a website featuring electronic game content, interactive game content, entertainment, and gaming information in the field of computer games, video games, computer games and electronic game entertainment.
- The Respondent owns and operates the domain **www.gaijin.com**, which fully incorporates the Gaijin Mark and is identical to it, thereby causing likelihood of confusion as to the source and/or sponsorship of www.gaijin.com. Such conduct clearly infringes the Complainant’s rights in the Mark. *See Busy Body, Inc. v. Fitness Outlet Inc.*, WIPO Case No. D2000-0127 (April 22, 2000) (stating that “the addition of the generic top-level domain (gTLD) name ‘.com’ is ... without legal significance since use of a gTLD is required of domain name registrants.”) The designation of a top-level domain such as “com” is not sufficient to avoid the conclusion that the disputed domain name and the Gaijin Mark are confusingly similar. *Id.* Thus, the fact that Respondent has registered the word “gaijin” along with a gTLD “com” does not detract from his infringement on the Complainant's Gaijin Mark.

- The Complainant is a well-known game development company that specializes in creating video games for various platforms (PlayStation3/Xbox 360/iOS/PC). Complainant is one of the biggest independent PS3, Xbox 360 and iOS games developers and an official partner of Activision, 505 Games, Microsoft, TopWare Interactive, SouthPeak Interactive, Sony Computer Entertainment, 1C Company, Apple and many others. Complainant's games have received a range of media and game industry awards including such KRI Awards as "Best Simulation Game," "Best Technology," "Best sound" and many more. As recently as 2013, the Complainant earned various industry awards for its software programs, including awards for "Best Simulation Games," "Best Technology," and "Best Game Developer." *See Annex 4.* The Complainant markets and distributes its games under the Gaijin Mark and maintains its website, **www.gaijinent.com**, which substantially corresponds to the Gaijin Mark, as well as numerous other websites. Due to Complainant's longstanding use and promotion of the Complainant's products and services and the resulting commercial success, Gaijin Mark is well known and exclusively associated with Complainant. Gaijin Mark represents substantial goodwill that Complainant cannot allow to be undermined or lessened. *See Annex 4.* In addition, the Complainant is the owner of all intellectual property associated with its games, services and other products. The Complainant has invested significant financial and professional resources in building, maintaining, and protecting its rights in the Gaijin Mark, including, without limitation, obtaining registration for the Gaijin Mark from the USPTO. *See Annex 5.*
- Even a cursory comparison between the domain **www.gaijin.com** and the Gaijin Mark unequivocally shows that the Respondent has fully incorporated the Gaijin Mark in his domain name. UDRP Administrative Panels (herein "**Panels**") have consistently held that a domain name is identical or confusingly similar to a trademark for purposes of the Policy "when the domain name includes the trade mark, or a confusingly similar approximation, regardless of the other terms in the domain name" *See Crocs Inc. v. Alex Xie*, WIPO Case No. D2011-1500; *also Wal-Mart Stores, Inc. v. Richard MacLeod d/b/a For Sale*, WIPO Case No. D2000-0662. Hence, the disputed domain name and the Gaijin Mark are identical and a "confusingly similar approximation." Moreover a Google search of the word "gaijin" returns a result that shows both the Complainant's website and the disputed domain

name on the first result page, separated by only two other links. Such proximity underscores the likelihood of confusion caused by the disputed domain. *See Annex 6.*

- Further, the Complainant has registered trademark rights in the word “Gaijin” in connection with the computer game software and multimedia entertainment services. The Complainant has consistently used the Gaijin Mark to advertise its goods and services, generating valuable goodwill in the name by virtue of the Complainant’s widespread reputation in the gaming and software development market. The similarity between the Gaijin Mark and the disputed domain name is even more pronounced in light of Respondent operating the domain name in connection with a similar industry to the Complainant, namely providing a type of internet-based service as web log or “blog.” To this extent the Complainant and Respondent both share a base of potential internet-savvy consumers who are interested in software development, computer software, computer games, or learning and posting about the software development industry. It is very likely that a potential consumer who visits the Respondent’s blog, which often discuss software development related issues, may also be interested in playing the Complainant’s games. Moreover, on the right hand corner of the website (disputed domain) operated by the Respondent, Respondent sets forth various “tags.” One of the most prominent “tags” is “GAMES.” Consequently, the Respondent’s identical use of the Gaijin Mark confuses and misleads potential consumers as to the sources or affiliation of the disputed domain name. *See Annex 3.*
- Finally, registration of a domain name before a Complainant acquires trademark rights in a name does not prevent a finding of identity or confusing similarity under the UDRP. *See Paragraph 1.4 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions (available at <http://www.wipo.int/amc/en/domains/search/overview/index.html#14>).* Therefore the Respondent’s prior registration of the disputed domain should not prevent a finding that the domain name is confusingly similar or identical to a trademark in which the Complainant has rights.

B. The Respondent has no rights or legitimate interests in respect of the domain name(s);

(Policy, Paragraph 4(a)(ii); Rules, Paragraph 3(b)(ix)(2))

- The Respondent has no rights or legitimate interest in respect of the domain name **www.gaijin.com**. Mere registration of a domain name, even one that incorporates a well-known word that appears in a dictionary, does not by itself

confer any rights or legitimate interests in the domain name. *See ADAC e.V. v. Domain Administrator, Original Web Ventures Inc., WIPO Case No. D2013-0411.* In order to find rights or legitimate interests in a domain name based on a generic word or phrase, the domain name would need to be genuinely used or at least demonstrably intended for such use in connection with the relied-upon meaning. *See Id.*

- The word “gaijin” is a word of Japanese origin meaning an “outsider” or “foreigner.” *See* www.dictionary.com definition of “gaijin,” *available at* <http://dictionary.reference.com/browse/gaijin> (last accessed July 25, 2013). Using the relied-upon definition of the word, the Respondent cannot be said to be using the domain name in connection with its meaning. As is evident from the content of the disputed domain, the Respondent is using the disputed domain as a personal blog to provide critical commentary about various topics, including politics, movies, games, and his personal life. *See Annex 7.* Hence, Respondent’s use of the disputed domain or the disputed domain name itself has no correlation or association with the word “gaijin” or its meaning.
- In the period between the Respondent’s registration of the disputed domain name and the filing of this Complaint, the Complainant has found no evidence, and upon information and belief, believes that none exists, to show that the Respondent used, or made any demonstrable preparations to use the disputed domain name with the bona fide offering of goods or services. Instead, the Respondent is simply using the domain name as a personal blog or forum to voice his personal and political opinions. *See e.g. Annex 7, 8.*
- The Respondent has not been known by the disputed domain name, as an individual or business, and owns no registered trademark rights in any variation of the word “gaijin.” The Respondent appears to have arbitrarily chosen the word “gaijin” and is not making any legitimate non-commercial or fair use of the domain name. Moreover, while the registrant of the website is listed as “gaijin,” the weight of the evidence clearly shows that this name is merely an alter ego of Mr. Brandon Harris, who operates the domain name **www.gaijin.com** as a personal forum for his various personal opinions and links the domain to his personal social media sites. *See Annex 3, 7, 8.* There is no connection between Mr. Harris and the word “gaijin,” nor is Mr. Harris in any way connected to any relied-upon meaning of the word “gaijin” that could give rise to his maintaining a legitimate interest in that domain name.

- Panel decisions clearly recognize that while the initial burden of proving no legitimate interest is on the Complainant, the evidentiary and logical burden of proving a negative condition is onerous. *See De Agostini S.p.A. v. Marco Cialone*, WIPO Case No. DTV2002-0005. As a result, the Complainant need only show *prima facie* evidence that the Respondent lacks any right or legitimate interest in the domain name under section 4(a)(ii) of the Policy, at which point the burden shifts to the Respondent.
- Here, the Respondent’s lack of intent or preparations to use the domain name to provide bona fide goods or services, the fact that the Respondent is not known or otherwise associated with the domain name, and the Respondent’s lack of a legitimate non-commercial or fair use of the domain name all serve as *prima facie* evidence to satisfy paragraph 4(a)(ii) of the Policy. Accordingly, the burden of showing a legitimate interest in the domain name shifts to the Respondent. *See Intocast AG v. Lee Daeyoon*, WIPO Case No. D2000-1467.
- Additionally, Respondent’s use of the disputed domain name tarnishes the Gaijin Mark by virtue of the crude nature of some of the Respondent’s blog posts. *See Annex 8*. While the Complainant does not necessarily object to Respondent’s views expressed on the pages of Respondent’s website, because the website is located at the domain that entirely incorporates the Gaijin Mark, such unnecessary affiliation of the Complainant with the Respondent’s content, political opinions, and other views, ultimately tarnishes the reputation of the Complainant in the gaming industry. *Id.*
- It is not immediately apparent to internet users visiting the disputed domain name that the domain is not operated by the owner of the Gaijin Mark. There is no link alerting users looking for the Complainant’s website that they have entered the wrong site, or re-directing them to the Complainant’s website. Furthermore, the Respondent’s email address, which is prominently displayed as “bharris@gaijin.com” creates the strong impression that the Respondent is an employee or agent of the Complainant, and is operating the website with the Complainant’s explicit or implicit authorization. *See Annex 9*. Moreover, email that may be intended for the Complainant may thus inadvertently be misaddressed and sent to the Respondent, and could reveal the Complainant’s confidential information, trade secrets, or privileged communications.

- In summary, the Respondent (i) is not using the disputed domain in connection with the relied-upon meaning of the word “gaijin;” (ii) is not known under the disputed domain names or any name that is similar to the to the disputed domain names; (iii) has not used or prepared to use the disputed domain name in connection with the bona fide offering of goods and services; (iv) tarnishes the Gaijin Mark; and (v) the Respondent’s use of the disputed domain name does not constitute a legitimate non-commercial or fair use. Consequently, under the Paragraph 4(a)(ii) of the Policy, the Respondent does not have any right or legitimate interest in the domain name.

C. **The domain name(s) was/were registered and is/are being used in bad faith.**
(Policy, paragraphs 4(a)(iii), 4(b); Rules, paragraph 3(b)(ix)(3))

- Under the Policy, an offer to sell the domain name for valuable consideration in excess of the documented out-of-pocket costs directly related to the domain name is not only evidence of, but *conclusively establishes* that, the domain name has been registered and is being used in bad faith. *See* UDRP, paragraph 4(b)(i)(emphasis added). In February of 2013, the Complainant initially extended a good-faith offer to purchase the disputed domain name from the Respondent. *See Annex 10.*
- In response, the Respondent indicated that the domain name was indeed for sale and invited the Complainant to make an offer for the domain name, urging the Complainant to “[t]hink big.” *See Id.* Complainant then made an offer of \$5,000 for the domain name, representing far above the typical annual operating costs of registering and maintain a similar domain name.
- Respondent responded to Complainant’s good faith and reasonable offer with a counter-offer that substantially exceeds any possible out-of-pocket costs relating to the disputed domain, namely \$750,000. *See id.* The Respondent’s counter-offer for such an exorbitant and unreasonable sum is in fact higher than in other cases where the Panel found the offers to be evidence of bad faith. *See e.g. Mansueto Ventures, LLC v. Jonathan Witte, WIPO Case No. D2006-1479* (attempt to sell domain for \$550,000 called “astronomically exorbitant,” justified a finding of bad faith); *DaimlerChrysler AG v. 3v Networks a/k/a Com & Networks, WIPO Case No.D2006-0450* (counter offers of \$50,000 and \$275,000 both called “exorbitant figures,” and supported the conclusion that Respondent was acting in bad faith). Hence, Respondent’s counter offer of such magnitude (\$750,000) unequivocally supports the finding of bad faith.

- Further, similar to the respondents in *Mansueto* and *DaimlerChrysler AG*, the Respondent in this case should be held accountable for the reasonably foreseeable consequences of his actions. In other words, Respondent’s counter-offer was nothing more than an attempt to sell the domain name at a substantial and unreasonable profit to himself. *See Mansueto*, supra. The Respondent offered no reasonable justification for this price, other than mentioning how long he had owned the website. Based on the unreasonably high counter-offer and the lack of any basis for such an offer, the Respondent’s request for \$750,000 so substantially exceeds typical out-of-pocket costs for domain name registration and maintenance that it should be conclusive evidence of bad faith use of the disputed domain.
- In determining whether bad faith exists, several Panels have also looked at paragraph 2 of the UDRP, to which the Respondent here is a contractual party. *See Annex 11*. Paragraph 2 states: “By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that . . . (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else’s rights.” Critically, several Panels have interpreted this statement as an ongoing warranty that the domain name will not be used in bad faith. *See Octogen e-Solutions*, WIPO Case No. D2009-0786 (imposing on the registrant a continuing duty to ensure that the domain name is not used in violation of another’s rights, which explicitly covers a party’s trademark rights).
- Applying this approach, the Respondent failed to abide by the UDRP to protect against trademark infringement and failed to discharge his responsibility to prevent violation of another party’s trademark rights even after Respondent was made aware of the fact that disputed domain infringed Complainant’s rights in its Gaijin Mark. Complainant through its attorney wrote a letter to Respondent identifying Respondent’s violation and requesting Respondent to cease the infringing activity. *See Annex 12*. Instead of complying with the Complainant’s reasonable requests, Respondent made a mockery of the request on its blog, threatened Complainant with bad publicity and more importantly continued its infringing conduct. *See Annex 13*.
- The Panel has further stated that the relevant consideration of the bad faith requirement of Paragraph 4(a)(iii) is whether “in all the circumstances of the case, it can be said that the Respondent is acting in bad faith.” *Telstra*

Corporation Limited v. Nuclear Marshmallows, WIPO Case No. D2000-0003.

A consideration of the circumstances shows that the Respondent has no legitimate domain name-related uses for appropriating the Gaijin Mark, his counter-offer grossly exceeds the typical costs of maintaining a website and appears intended to generate an enormous personal profit, and the Respondent contributes no value-add to the disputed domain. The word at the root of the disputed domain name, “gaijin,” is an arbitrary word, and the Respondent has added no value to it because of his lack of intent or preparation in providing bona fide goods or services through the disputed domain. Contrasted with the value and goodwill that the Complainant has generated by virtue of its award-winning games offered under the Gaijin Mark, the Respondent’s attempt to extract a grossly high counter-offer from the Complainant should be taken as additional evidence of bad faith.

- The Respondent’s registration and use of the domain names disrupts the Complainant’s business by diverting internet traffic from the Complainant’s website to the Respondent’s personal blog. The Respondent’s blog also interferes with the Complainant’s business and its ability to promote its products under the Gaijin Mark. The Respondent’s astronomical counter-offer after the Complainant brought its own website to his attention as well as its failure to cease the infringing activities identified in the Complainant correspondence underscores that Respondent does not recognize the Complainant’s legitimate trademark rights and has no intention of honoring the UDRP, which requires that parties avoid knowingly infringing another party’s trademark rights. The weight of the evidence in this case directs a finding of bad faith pursuant to paragraph 4(a)(iii) of the Policy and warrants a transfer of the domain name to the Complainant.

VII. Remedies Requested

(Rules, Paragraph 3(b)(x))

- [13.] In accordance with Paragraph 4(i) of the Policy, for the reasons described in Section VI. above, the Complainant requests the Administrative Panel appointed in this administrative proceeding that the disputed domain name **www.gaijin.com** be transferred to the Complainant.

VIII. Administrative Panel

(Rules, Paragraph 3(b)(iv); Supplemental Rules, Paragraph 8(a))

- [14.] The Complainant elects to have the dispute decided by a single-member Administrative Panel.

IX. Mutual Jurisdiction
(Rules, Paragraph 3(b)(xiii))

- [15.] In accordance with Paragraph 3(b)(xiii) of the Rules, the Complainant will submit, with respect to any challenges that may be made by the Respondent to a decision by the Administrative Panel to transfer or cancel the domain name that is the subject of this Complaint, to the jurisdiction of the courts at the location of the domain name holder's address, as shown for the registration of the domain name(s) in the concerned registrar's WhoIs database at the time of the submission of the Complaint to the Center

X. Other Legal Proceedings
(Rules, Paragraph 3(b)(xi))

- [16.] Upon Complainant's information and belief, no other legal proceedings have been commenced in connection with or relating to the domain name that is the subject of the Complaint.

XI. Communications
(Rules, Paragraphs 2(b), 3(b)(xii); Supplemental Rules, Paragraphs 3, 4, 12)

- [17.] A copy of this Complaint, together with the cover sheet as prescribed by the Supplemental Rules, has been sent or transmitted to the Respondent on October 3, 2013 by electronic transmission via the internet (a record of its transmission being available) to the Respondent and his counsel at the following addresses:

Respondent: Brandon Harris (bharris@gaijin.com)

Respondent's Counsel: Mike Godwin (mnemonic@gmail.com)

- [18.] A copy of this Complaint has been sent or transmitted to the concerned registrar on October 3, 2013 by electronic transmission to the following addresses:

Respondent's Registrar: compliance@opensrs.org; info@tu cows.com

- [19.] This Complaint is submitted to the Center in electronic form, including annexes, in the appropriate format.

XII. Payment

(Rules, Paragraph 19; Supplemental Rules Paragraph 10, Annex D)

[20.] As required by the Rules and Supplemental Rules, payment in the amount of USD \$1500 has been made by credit card.

XIII. Certification

(Rules, Paragraph 3(b)(xiv); Supplemental Rules, Paragraph 14)

[21.] The Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain name holder and waives all such claims and remedies against (a) the WIPO Arbitration and Mediation Center and Panelists, except in the case of deliberate wrongdoing, (b) the concerned registrar, (c) the registry administrator, (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents.

[22.] The Complainant certifies that the information contained in this Complaint is to the best of the Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under the Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.

Respectfully submitted,



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901 N. Pitt Street, Suite 325
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Attorneys for Complainant

Date: October 4, 2013

XIV. List of Annexes

(Rules, Paragraph 3(b)(xv); Supplemental Rules, Paragraphs 4(a), 12(a), Annex E)

1. Registrar's database search
2. Respondent's Registration Agreement
3. Respondent's social media accounts
4. Complainant's industry awards and website profile
5. Complainant's registration certificate for the Gaijin Mark
6. Google search results for "gaijin"
7. Screenshots of Respondent's blog
8. Sample of Respondent's crude blog postings
9. Screenshot of Respondent's email address (bharris@gaijin.com)
10. Correspondence between Complainant and Respondent seeking to negotiate a purchase price for the domain name
11. Copy of Uniform Dispute Resolution Policy (UDRP)
12. Complainant's attorney's letter to Respondent identifying Respondent's violation and requesting that Respondent cease infringing activity
13. Respondent's posting of Complainant's attorney's letter on his blog

Annex 1



What do you need help



Whois Lookup

Please enter your dom

Lookup

Registrant:

gaijin
90 Athol Ave, Apt 1F
Oakland, CA 94606
US

Domain name: GAJJIN.COM

Administrative Contact:

Harris, Brandon bharris@gaijin.com
90 Athol Ave, Apt 1F
Oakland, CA 94606
US
+1.4158064208

Technical Contact:

Harris, Brandon bharris@gaijin.com
90 Athol Ave, Apt 1F
Oakland, CA 94606
US
+1.4158064208

Registration Service Provider:

gaijin.com, bharris@gaijin.com
415.806.4208
<http://domains.gaijin.com/>
This company may be contacted for domain login/passwords,
DNS/Nameserver changes, and general domain support questions.

Registrar of Record: TUCOWS, INC.

Record last updated on 23-Apr-2012.

Record expires on 23-May-2014.

Record created on 22-May-1995.

Registrar Domain Name Help Center:

Annex 2

<domains/>

[include: /jwzshc : /jwzshc : /jwzshc : /jwzshc : /jwzshc]

.agreement(user)

- 1. AGREEMENT.** In this Registration Agreement ("Agreement") "you" and "your" refer to each customer, "we", "us" and "our" refer to Tucows.com Inc. and "Services" refers to the domain name registration provided by us as offered through gaijin.com, the Registration Service Provider ("RSP"). This Agreement explains our obligations to you, and explains your obligations to us for various Services.
- 2. SELECTION OF A DOMAIN NAME.** You represent that, to the best of the your knowledge and belief, neither the registration of the SLD name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the Domain Name is not being registered for any unlawful purpose.
- 3. FEES.** As consideration for the services you have selected, you agree to pay to us, or your respective RSP who remits payment to us on your behalf, the applicable service(s) fees. All fees payable hereunder are non-refundable. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You, by completing and submitting this Agreement represent that the statements in your application are true.
- 4. TERM.** You agree that the Registration Agreement will remain in full force during the length of the term of your Domain Name Registration. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. This Agreement will remain in full force during the length of the term of your Domain Name Registration as selected, recorded, and paid for upon registration of the Domain Name. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. Should you transfer your domain name or should the domain name otherwise be transferred due to another Registrar, the terms and conditions of this contract shall cease and shall be replaced by the contractual terms in force for the purpose of registering domain names then in force between SLD holders and the new Registrar.
- 5. MODIFICATIONS TO AGREEMENT.** You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our web site, or on notification to you by e-mail or regular mail as per the Notices section of this agreement. You agree to review our web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Services following notice of any revision to this Agreement or change in service(s), you shall abide by any such revisions or changes. You further agree to abide by the ICANN Uniform Dispute Resolution Policy ("Dispute Policy") as amended from time to time. You agree that, by maintaining the reservation or registration of your domain name after modifications to the Dispute Policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modifications, you may request that your domain name be deleted from the domain name database.
- 6. MODIFICATIONS TO YOUR ACCOUNT.** In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password.
- 7. DOMAIN NAME DISPUTE POLICY.** If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at [domain_dispute.html](#). Please take the time to familiarize yourself with this policy.
- 8. DOMAIN NAME DISPUTES.** You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. For any dispute, you agree to submit to the jurisdiction of the courts of The Province of Ontario.
- 9. ICANN POLICY.** You agree that your registration of the SLD name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the SLD name.
- 10. AGENCY.** Should you intend to license use of a domain name to a third party you shall nonetheless be the SLD holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the SLD. You shall accept liability for harm caused by wrongful use of the SLD, unless you promptly disclose the identity of the licensee to the party providing you reasonable evidence of actionable harm. You also represent that you have provided notice of the terms and conditions in this Agreement to the third party and that the third party agrees to the terms of Disclosure and Use of Registration Information (sections 18 and 19 of this Agreement).
- 11. ANNOUNCEMENTS.** We and the RSP reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or



other information to add security or to enhance your identity on the Internet.

12. LIMITATION OF LIABILITY. You agree that our entire liability, and your exclusive remedy, with respect to any Service(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum liability exceed five hundred (\$500.00) dollars.

13. INDEMNITY. You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including without limitation Network Solutions, Inc., and the directors, officers, employees and agents of each of them, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name.

14. TRANSFER OF OWNERSHIP. The person named as administrative contact at the time the controlling user name and password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the "Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by us in our sole discretion) along with the applicable transfer fee. If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

15. BREACH. You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.

16. NO GUARANTY. You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to either the registration, reservation, or use of the domain name.

17. DISCLAIMER OF WARRANTIES. You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

18. INFORMATION. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information:

i) Your name and postal address (or, if different, that of the domain name holder); ii) The domain name being registered; iii) The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name. iv) The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name. Any other information which we request from you at registration is voluntary. Any voluntary information we request is collected such that we can continue to improve the products and services offered to you through your RSP.

19. DISCLOSURE AND USE OF REGISTRATION INFORMATION. You agree and acknowledge that we will make domain name registration information you provide available to ICANN, to the registry administrators, and to other third parties as ICANN and applicable laws may require or permit. You further agree and

acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or other purposes as required or permitted by ICANN and the applicable laws.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your RSP.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

20. REVOCATION. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or your failure to respond for over fifteen calendar days to inquiries by us concerning the accuracy of contact details associated with the your registration shall constitute a material breach of this Agreement and be a basis for cancellation of the SLD registration.

21. RIGHT OF REFUSAL. We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Services within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other Services, or we delete your domain name or other Services within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other Services.

22. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

23. NON-AGENCY. Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

24. NON-WAIVER. Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

25. NOTICES. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. In the case of e-mail notification to us or to the RSP to [fbutz@Tucows.com](mailto:fbutz@ Tucows.com) or [fbair@gaijin.com](mailto:fbair@ gaijin.com) or, in the case of notice to you, at the e-mail address provided by you in your WHOIS record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 5 business days after the date of mailing and, in the case of notification to us or to the RSP shall be sent to:

Tucows.com Inc., Registrant Affairs Office 96 Mowat Avenue Toronto, Ontario M6K 3M1 - OR - gaijin.com, PMB 313, 1072 Folsom Street, San Francisco, CA, 94103 and in the case of notification to you shall be to the address specified in the "Administrative Contact" in your WHOIS record.

26. ENTIRETY. You agree that this Agreement, the rules and policies published by us and the Dispute Policy are the complete and exclusive agreement between you and us regarding our Services. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

27. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

28. INFANCY. You attest that you are of legal age to enter into this Agreement.

29. ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Annex 3

Gone Home: A Game that is Art

By jorm - September 14, 2013

There will be no spoilers in this review.

I wish that Roger Ebert were still alive so that he could play *Gone Home* and finally experience a video game that can be clearly and unequivocally called "art."



I wrote a thing once that attempted to tackle his statement that "video games can never be art." Basically I said that the definition of the word "art" is what we have disagreement on and that a lot of what gamers think of as "art" isn't so we should all just get over ourselves.

(Only I used a lot of swear words and I made a lot of references to pornography.)

Gone Home is art. I cannot think of a better word for it as it matches both the definitions I hold and the way Roger described what art is. *Gone Home* is an experience, but it is one that changes based on how the game is played but most importantly around who the player is. It is a series of layers, each one altering your understanding of the situation.

In *Gone Home*, you take the role of Kaitlin Greenbriar, a young woman who, on June 7th, 1995, has returned after spending a year abroad to the house where her parents and younger sister, Sam, live, near Portland, Oregon. She takes a shuttle from the airport to the house only to find it deserted -- her family missing -- and with no explanation for the events.

Determining what happened is the goal of the game. Throughout the game, you search the house. You find clues -- papers, photos, tapes, etc. -- all of which help you to piece together

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A review por vou.



A Review: Deus Ex: Human Revolution
gajjin.com

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- Beria Lima
- Cary Bass
- LiAnna Davis

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Brandon Harris
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I've had some whiskey, and I've been thinkin'. Senior Designer for the Wikimedia Foundation
Bay Area · gajjin.com

2,035 TWEETS **254** FOLLOWING **1,304** FOLLOWERS **Follow**

Tweets

- Brandon Harris** (@jorm) 23 Jul
If it's clear, it's not something I'm interested in drinking.
[Expand](#)
- Brandon Harris** (@jorm) 23 Jul
[@jefparker](#) I have "never" listened to a podcast. I am a podcast virgin. I think I shall remain that way.
[View conversation](#)
- Brandon Harris** (@jorm) 22 Jul
[@SirPatStew](#) Best Dim Sum in the city. And you're half a block from the Wikipedia offices!
[View conversation](#)

Annex 4

www.thefogclan.org/forum/m/6973389/viewthread/7061784-war-thunder-gets-kri-awards

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War Thunder gets KRI awards!

0 replies

Let's try to get some Golden Eagles on Sunday by playing a few rounds of War Thunder before and after COH Match Night!



Pilots!

War Thunder gets four prizes of the Russia's biggest gaming conference KRI 2013 (Russian Game Developer's Conference)!

War Thunder and Gaijin Entertainment have been awarded in four nominations of KRI 2013:

- Best Game
- Best Game Developer
- Best Technology
- Best Sound

We are very grateful to all our players! Thank you very much!

We're pleased to announce special event to celebrate the victory in KRI 2013!

This Sunday from 16 p.m. to Monday 6 a.m. GMT (Sunday from 9 a.m to 23 p.m PDT)

emul...
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Gaijin

Reg. No. 4,037,227
Registered Oct. 11, 2011
Int. Cls.: 9 and 41

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PRINCIPAL REGISTER

GAIJIN ENTERTAINMENT CORPORATION (VIRGINIA CORPORATION)
901 N. PITT STREET
SUITE 325
ALEXANDRIA, VA 22314

FOR: ENTERTAINMENT MULTIMEDIA COMPUTER GAME PROGRAMS AND COMPUTER GAME SOFTWARE, ELECTRONIC GAME PROGRAMS; COMPUTER GAME PROGRAMS; INTERACTIVE MULTIMEDIA GAME PROGRAMS; DOWNLOADABLE ELECTRONIC GAME PROGRAMS; ELECTRONIC GAME SOFTWARE; DOWNLOADABLE COMPUTER GAME SOFTWARE; COMPUTER GAME SOFTWARE CONTAINED ON CDS, CD-ROMS, DVDS, AND INTERACTIVE CD ROMS FOR USE WITH PERSONAL COMPUTERS, HOME VIDEO GAME CONSOLES USED WITH TELEVISIONS, AND FOR ARCADE-BASED VIDEO GAME CONSOLES; COMPUTER GAME DISCS FEATURING INTERACTIVE VIDEO, COMPUTER GAMES AND INTERACTIVE GAME SOFTWARE; USER DOCUMENTATION SOLD AS A UNIT THEREWITH. IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 11-1-2003; IN COMMERCE 7-7-2007.

FOR: MULTIMEDIA ENTERTAINMENT SERVICES, NAMELY, PROVIDING ON-LINE COMPUTER GAMES AND ENTERTAINMENT CONTENT IN THE FIELD OF GAMES; PROVIDING A WEBSITE FEATURING ELECTRONIC GAME CONTENT, INTERACTIVE GAME CONTENT, ENTERTAINMENT, AND GAMING INFORMATION IN THE FIELD OF COMPUTER GAMES, VIDEO GAMES, COMPUTER GAMES AND ELECTRONIC GAME ENTERTAINMENT, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 11-1-2003; IN COMMERCE 7-7-2007.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

THE ENGLISH TRANSLATION OF "GAIJIN" IN THE MARK IS "NON-JAPANESE" OR "ALIEN" OR "FOREIGN PEOPLE".

SER. NO. 85-090,425, FILED 7-22-2010.

ALICIA COLLINS, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

Annex 6

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Gaijin - Wikipedia, the free encyclopedia
en.wikipedia.org/wiki/Gaijin
Gaijin is a Japanese word meaning "non-Japanese", or "alien". The word is composed of two kanji: gai (外), meaning "outside"; and jin (人), meaning "person" ...
Etymology and history - Usage - Flynn - Foreign residents in Japan

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Urban Dictionary: gaijin
www.urbandictionary.com/define.php?term=gaijin
In Japanese, the word means, literally, "outside person." In Japanese it's spelled 外人. It is often used as a contraction of sorts for...

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Gaijin

Gaijin is a Japanese word meaning "non-Japanese", or "alien". The word is composed of two kanji: gai, meaning "outside"; and jin, meaning "person" – thus, the word could also, in some contexts, be translated into English as "outsider". Wikipedia

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I've had some whiskey, and I've been thinkin'.


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How I came to say "FUCK" on Christian Radio

By [Brandon Harris](#) - May 14, 2013

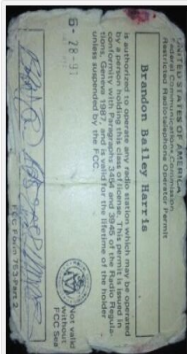
This is the story of how I said the word "Fuck" really loud over the air on a Christian radio station. On a Sunday morning. During services.

And got away with it.

Many moons ago, I went to kollidge and lerned sunrthings. Mostly about oil painting and philosophy (two subjects that are clearly of demand in this adult economy), but I also learned a lot about radio because I was a disk jockey for the college station, WMUL FM 88.1.

I slotted tracks for a year or so before being promoted to the "producer" of the "Alternative" format. This was just as the grunge era was taking off, so being involved in music at this time was an amazing thing. On half of the nights of the week, I spun in the local "alternative" nightclub, *Gumby's*, which was also an amazing thing. I got paid in beer.

I went to CMJ, got in a fight with G.G. Allin (about two months before his death), drank a whole bottle of Jack Daniel's with David Yow of The Jesus



Who has two thumbs and still carries his

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bharris@gaijin.com
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Annex 9

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We had some whiskey, and I've been there!

ABOUT

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It's just "Problems" and "Context"

By jorm - June 14, 2013

The phrase "first-world problems" is the Godwin's Law of social discussion.


A "first-world problem" is a difficulty which is really only felt by the privileged in this world. First-world "problems" are, in theory, issues that any citizen of a second- or third-world country will never encounter due to rank poverty or other issues due to societal infrastructure. Complaining about a first-world problem is like complaining about how much tax you have to pay; it's a problem you want to have.


There are no "first-world problems." There are just "problems" and their contexts.

Its usage bugs the fuck out of me and I'm going to tell you why.

First, let's talk about how the phrase is used and the implied meanings.

Consider this exchange:



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batman better living
through chemistry
better living
through not being
a douche books
cats comics
computers crazy d&d dad

Annex 10

From: Brandon Harris [bharris@gaijin.com] Sent: Mon 2/11/2013 11:04 PM
To: anton@gaijin.ru
Cc:
Subject: Re: Gaijin com

Yes, it is possible to buy the domain name. Everything is for sale.

I've used this is my primary domain name since I registered it in 1995.

You may make an offer. Think big.

On Feb 11, 2013, at 7:59 PM, Anton Yudintsev <anton@gaijin.ru> wrote:

- > Hello Brandon,
- >
- > My name is Anton Yudintsev, I am CEO of Gaijin Entertainment.
- > We own registered trademark "Gaijin", and we would definitely like to have gaijin.com domain name.
- > Is it possible to buy this domain name from you?
- >
- > Thanks in advance for answering.
- >
- > --
- >
- > Best regards,
- > Anton Yudintsev,
- > Gaijin Entertainment Corporation
- > President&CEO
- > 901 North Pitt str. Suite 325
- > Alexandria, VA 22314

From: Brandon Harris [bharris@wikimedia.org] Sent: Mon 2/11/2013 11:43 PM
To: anton@gaijin.ru
Cc:
Subject: Re: Gaijin com

On Feb 11, 2013, at 8:40 PM, Anton Yudintsev <anton@gaijin.ru> wrote:

- > Hi Brandon,
- >> On Feb 11, 2013, at 8:32 PM, Anton Yudintsev <anton@gaijin.ru> wrote:
- >>>
- >>>> Well, it would be great if you can give me rough idea, of what your expectations for 'big' are.
- >>>> \$5000?
- >>> I can't imagine selling a domain that I've owned for 17 years which is a fairly strong part of my identity go for a mere \$5000. I think we're not in the same ballpark.
- >
- > Can you please tell me the number that will be immediate 'yes' then?
- >
- >>>>> \$750,000.00
- >
- >
- > Regards,
- > Anton
- >
- > --
- >
- > Best regards,
- > Anton Yudintsev,
- > Gaijin Entertainment Corporation
- > President&CEO

Annex 11

Internet Corporation for Assigned Names and Numbers

HELP (EN/HELP) | DOMAIN NAME DISPUTE RESOLUTION (EN/HELP/DNDR)

Uniform Domain Name Dispute Resolution Policy

637

[Deutsch \(/de/help/dndr/udrp/policy\)](#) | [Español \(/es/help/dndr/udrp/policy\)](#) | [Français \(/fr/help/dndr/udrp/policy\)](#) | [Italiano \(/it/help/dndr/udrp/policy\)](#) | [日本語 \(/ja/help/dndr/udrp/policy\)](#)
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Policy Adopted: August 26, 1999

Implementation Documents Approved: October 24, 1999

Notes:

1. This policy is now in effect. See www.icann.org/udrp/udrp-schedule.htm ([udrp/udrp-schedule.htm](#)) for the implementation schedule.
2. This policy has been adopted by all ICANN-accredited registrars. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .lv, .ws).
3. The policy is between the registrar (or other registration authority in the case of a country-code top-level domain) and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN (Internet Corporation for Assigned Names and Numbers) on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN (Internet Corporation for Assigned Names and Numbers)"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm> ([dndr/udrp/uniform-rules.htm](#)), and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN (Internet Corporation for Assigned Names and Numbers). (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/en/dndr/udrp/approved-providers.htm ([en/dndr/udrp/approved-providers.htm](#)) (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) you have no rights or legitimate interests in respect of the domain name; and
- (iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

- (i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
- (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- (iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 (dndr/udrp/uniform-rules.htm#5) of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

- (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or
- (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
- (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN (Internet Corporation for Assigned Names and Numbers) by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN (Internet Corporation for Assigned Names and Numbers).

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) (dndr/udrp/uniform-rules.htm#5biv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) (dndr/udrp/uniform-rules.htm#3bxiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 (dndr/udrp/uniform-rules.htm#1MutualJurisdiction) and 3(b)(xii) (dndr/udrp/uniform-rules.htm#3bxii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory

to us that your lawsuit has been dismissed or withdrawn; or (ii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

- 5. All Other Disputes and Litigation.** All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.
- 6. Our Involvement in Disputes.** We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.
- 7. Maintaining the Status Quo.** We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.
- 8. Transfers During a Dispute.**

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

- 9. Policy Modifications.** We reserve the right to modify this Policy at any time with the permission of ICANN (Internet Corporation for Assigned Names and Numbers). We will post our revised Policy at <URL (Uniform Resource Locator)> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

[Dispute Resolution \(/en/help/dispute-resolution\)](#)

[Domain Name Dispute Resolution \(/en/help/dndr\)](#)

[Charter Eligibility Dispute Resolution Policy \(/en/help/dndr/cedrp\)](#)

[Eligibility Requirements Dispute Resolution Policy \(/en/help/dndr/erdp\)](#)

[Intellectual Property Defensive Registration Challenge Policy \(/en/help/dndr/ipdrcp\)](#)

[Qualification Challenge Policy \(/en/help/dndr/procp\)](#)

[Restrictions Dispute Resolution Policy \(/en/help/dndr/rdrp\)](#)

[Transfer Dispute Resolution Policy \(/en/help/dndr/trdp\)](#)

[Uniform Domain Name Dispute Resolution Policy \(/en/help/dndr/udrp\)](#)

[Policy Document \(/en/help/dndr/udrp/policy\)](#)

[Providers \(/en/help/dndr/udrp/providers\)](#)

[Provider Approval Process \(/en/help/dndr/udrp/provider-approval-process\)](#)

[Rules \(/en/help/dndr/udrp/rules\)](#)

[Principal Documents \(/en/help/dndr/udrp/principal\)](#)

[Proceedings \(/en/help/dndr/udrp/proceedings\)](#)

[Historical Documents \(/en/help/dndr/udrp/historical\)](#)

[Timeline \(/en/help/dndr/udrp/schedule\)](#)

[Registrar Problems \(http://www.icann.org/en/news/announcements/announcement-05mar07-en.htm\)](http://www.icann.org/en/news/announcements/announcement-05mar07-en.htm)

[Whois Data Correction \(http://www.icann.org/en/help/dispute-resolution#whois\)](http://www.icann.org/en/help/dispute-resolution#whois)

[Independent Review Process \(/en/help/irp/irp-questions-19jun10-en.htm\)](#)

[Request for Reconsideration \(http://www.icann.org/en/groups/board/governance/reconsideration-requests\)](http://www.icann.org/en/groups/board/governance/reconsideration-requests)

[Ombudsman \(/en/help/ombudsman\)](http://www.icann.org/en/help/ombudsman)

[Privacy Policy \(/en/help/privacy\)](http://www.icann.org/en/help/privacy)

[Site Map \(/en/sitemap\)](http://www.icann.org/en/sitemap)

[Archive Site \(http://archive.icann.org\)](http://archive.icann.org)

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Acronym Helper

Annex 12

International Legal Counsels PC
A PROFESSIONAL CORPORATION

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phone: 703.739.9111 • fax: 202.318.0723 • www.legal-counsels.com
e-mail: info@legal-counsels.com

May 03, 2013

VIA EMAIL (bharris@gaijin.com)

Brandon Harris
90 Athol Ave, Apt 1F
Oakland, CA 94606
T: 415-806-4208

Re: Trademark Infringement by Gaijin.com

Dear Mr. Harris:

Our firm represents Gaijin Entertainment Corporation ("**Gaijin**"). Gaijin is a well-known game development company that specializes in creating video games for various platforms (PlayStation3/Xbox 360/iOS/PC). Gaijin is the biggest independent PS3, Xbox 360 and iOS games developer in the Russia Federation and an official partner of Activision, 505 Games, Microsoft, TopWare Interactive, SouthPeak Interactive, Sony Computer Entertainment, 1C Company, Apple and many others. Gaijin's games have received a range of media and game industry awards including such KRI Awards as "Best Simulation Game," "Best Technology," "Best sound" and many more. Gaijin also owns, among other intellectual property, a U.S. trademark registration "GAIJIN" (Reg. No. 4,037,227) ("**Gaijin Mark**").

It came to our attention that you registered and maintain a website www.gaijin.com ("**Infringing Website**") that infringes Gaijin Mark. By maintaining and offering to public your content via the website, i.e., Infringing Website, having the same domain as Gaijin Mark, you create consumer confusion and mistake as to the source, sponsorship and/or affiliation of the Infringing Website and Gaijin, thereby infringing Gaijin Mark.

Consequently, the main purpose of this letter is to demand that you immediately cease and desist from maintaining and offering your content via the Infringing Website or any other site having the domain substantially similar to Gaijin Mark. Gaijin also demands that you immediately transfer the Infringing Domain to Gaijin.

Alexandria, VA • *affiliated offices:* Washington • Paris • Moscow

International Legal Counsels PC

MAY 3, 2013
PAGE 2 OF 2

If you wish to amicably resolve this matter, we should hear from you not later than **five days** from the date of this letter regarding the demands listed above. Should we not receive your response that would be satisfactory to our client, we intend to undertake all legal actions and seek statutory and actual damages (including punitive damages and attorneys' fees) afforded to our client under applicable law and equity, including, without limitation, pursuant to ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP).

This letter is written for the purpose of bringing to an end the illegal activities described above and with a view of potential settlement of our client's claims and may not be used by you for any other purpose whatsoever without our written consent. Our client reserves all rights granted to it by law and specifically reserves the right to withdraw any offers before they are accepted or before any payments are made and to avail itself of any enforcement, legal action or relief available to him in law or equity. Additionally, this letter is without prejudice to all further rights our client or its publishers, licensors or licensees may have, including, without limitation, rights to injunctive relief, profits, damages, statutory damages, royalties and attorney's fees.

Should you have any questions, please address any communications regarding this matter to us as follows:

Leo V. Goldstein-Gureff, Esq.
Int'l Legal Counsels PC (aka femida.us)
901 N. Pitt Street, Suite 325
Alexandria, VA 22314
e-mail: info@legal-counsels.com
facsimile: 202.318.0723

Thank you for your time and prompt attention to this matter.

Very truly yours,



Leo V. Goldstein-Gureff, Esq.

cc: Gaijin

gaijin.com

I've had some whiskey, and I've been thinkin'.

ABOUT

Categories: [Creative](#) [Life](#) [Media](#) [Politics](#) [Reviews](#) [RPGs](#) [Tech](#) [Topical](#) [Uncategorized](#) [White](#)

A Cease and Desist Demand from Gaijin Entertainment

By [jorm](#) – May 6, 2013

On Friday, May 3rd, 2013, I received this missive via email in [an attached PDF](#) (full text below). In it, [Gaijin Entertainment](#), a company founded in 2002, is claiming trademark infringement over this domain ("gaijin.com"), which I registered on [May 22nd, 1995](#), and which shows content in the Internet Archive as early as [November 5, 1996](#).

On that same afternoon, my attorney [Mike Godwin](#) sent their counsel the following email:

Dear Mr. Goldstein-Gureff,

Please be advised that my client, Brandon Harris, disputes your trademark-infringement claim in every particular.

That is the most polite way to state how vigorously we dispute your attempt to assert flat ownership of the word "gaijin," a word so well-established in English that it is an entry in the Oxford English Dictionary.

Currently, I'm advising my client to publicize your demand letter, so that the entire game-consuming public will be made aware of your client's overreaching trademark assertions. In addition, we will of course continue to make clear that Brandon Harris's website in no way gives rise to any kind of marketplace confusion of the sort that American trademark law is designed to address.

In the interests of allowing you and your client to gracefully retract your claim, we have chosen to refrain from publicizing your demand until you respond to this message, provided that you respond no later than close-of-business Monday. Since I am currently in DC, Eastern time applies.

–Mike Godwin

P.S. I understand that your clients are possibly Russian nationals. You may wish to explain to them the scope and limitations of the Lanham Act in the United States.

–MG

As the time granted to Mr. Goldstein-Gureff has expired, I am publishing this information.