

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

**IN RE:**

**CHARLES F. STEINBERGER  
PAMELA J. PERRY**

**Case No. 8:10-bk-19945-KRM  
Chapter 7**

*Debtors,*

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Adv. Pro. No. 8:11-ap-00418-KRM

**DENISE SUBRAMANIAM,**

*Plaintiff,*

v.

**CHARLES STEINBERGER,  
ICANN  
INTERNET.BS,  
SUSAN K. WOODARD, Chapter 7 Trustee**

*Defendants.*

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**DEFENDANT INTERNET CORPORATION FOR ASSIGNED NAMES AND  
NUMBERS, INC.'S MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS  
PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE 12(b)2, 12(b)3 AND 12(b)6**

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## INTRODUCTION

Plaintiff Denise Subramaniam (“Plaintiff”) improperly filed a suit against defendant Internet Corporation for Assigned Names and Numbers (“ICANN”), and others, in the Circuit Court of the State of Oregon alleging that ICANN breached a duty owed to Plaintiff by allowing several of her Internet domain name registrations to expire. With respect to ICANN, however, Plaintiff sued the wrong party, in the wrong jurisdiction, under the wrong statutes because Oregon lacks personal jurisdiction over ICANN and ICANN has no connection to Plaintiff’s alleged injuries. To make matters worse, Plaintiff’s entire action – including the claims against ICANN – was removed directly to Bankruptcy Court for the Middle District of Florida by defendant Susan K. Woodard, Trustee for the bankruptcy estate of defendant Charles Steinberger.<sup>1</sup> Since ICANN was not properly served with the Complaint until after the action was removed to Bankruptcy Court, ICANN is responding to Plaintiff’s Complaint at this time and in this forum to preserve all of its defenses and claims. *See* Fed. R. Civ. P. 81; Fed. R. Bankr. P. 9027(g).<sup>2</sup>

Regardless of where this motion is ultimately heard, Plaintiff’s Complaint against ICANN must be dismissed on several independent grounds.

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<sup>1</sup> Concurrently with this Motion, ICANN is filing a Motion for Withdrawal of Reference of the Adversary Proceeding as against ICANN from Bankruptcy Court to Florida District Court. As reflected in that Motion, the Trustees’ removal of the entire Oregon State Court action directly to Bankruptcy Court in Florida was defective and in contravention of the procedures mandated by 28 U.S.C. § 1452(a) and Bankruptcy Rule 9027(a)(1), which required the Trustee to file the Notice of Removal with the Oregon District Court as to only the bankruptcy-related claims and then seek a transfer to the Middle District of Florida where the bankruptcy action is proceeding. Because the Trustee improperly removed the entire Oregon State Court action directly to Bankruptcy Court, the claims against ICANN are improperly venued in the Bankruptcy Court and the Bankruptcy Court lacks subject matter jurisdiction over those claims. *See* ICANN’s Motion for Withdrawal of Reference and its supporting Memorandum of Law.

<sup>2</sup> By doing so, ICANN is not subjecting itself to the jurisdiction of this Court, Florida District Court or Oregon State Court, but is rather complying with the statutory procedures for responding, post removal, to Plaintiff’s Complaint. Because the Bankruptcy Court is not the proper forum to decide ICANN’s Motion to Dismiss, ICANN is concurrently filing, pursuant to Rule 5011(c) of the Federal Rules of Bankruptcy Procedure, a motion to stay all further proceedings as against ICANN in the Bankruptcy Court, including any determination on this Motion, pending the outcome of ICANN’s Motion for Withdrawal of Reference.



*First*, neither this Court, nor any other court in Florida or in Oregon, can properly exercise personal jurisdiction over ICANN (a California non-profit public benefit corporation). ICANN maintains no offices, facilities or other presence in Florida or Oregon; ICANN has no assets or employees in Florida or Oregon; ICANN does not conduct business in Florida or Oregon; and ICANN does not have any sufficient contacts with Florida or Oregon that would render it subject to suit in either jurisdiction. Plaintiff, who bears the burden of alleging jurisdictional facts, cannot allege the “minimum contacts” necessary for a Florida or Oregon court to assert personal jurisdiction over ICANN. As such, this action should be dismissed, under Federal Rule of Civil Procedure 12(b)(2), for a lack of personal jurisdiction.

*Second*, this action should be dismissed, under Federal Rule of Civil Procedure 12(b)(3), for a lack of venue in Florida and Oregon. Other than defendant Steinberger’s bankruptcy proceeding in Florida, this case has nothing to do with the State of Florida. Likewise, other than Plaintiff’s residence in Oregon, this case has nothing to do with the State of Oregon.

*Finally*, Plaintiff asserts claims under statutes that do not apply to ICANN – such as the Americans with Disabilities Act, the Freedom of Information Act and Oregon’s Commercial Code – and under a contract she is not a party or beneficiary to. Accordingly, Plaintiff’s entire Complaint against ICANN should be dismissed, under Federal Rule of Civil Procedure 12(b)(6), for a complete failure to state a claim.

## **FACTUAL BACKGROUND**

### Background on ICANN

ICANN is a California non-profit public benefit corporation with its principal place of business in Marina del Rey, California. ICANN does not engage in commercial business, but rather administers the Internet’s domain name system, pursuant to a series of agreements with the United States Department of Commerce. ICANN’s coordination role is fulfilled in certain

ways. For example, and relevant to Plaintiff's allegations, consumers may obtain the right to use Internet domain names (such as google.com or uscourts.gov) through companies known as "Registrars." ICANN operates an accreditation system that has produced a highly competitive Registrar marketplace, with over 900 accredited Registrars, including defendant Internet.bs. These Registrars then allocate the right to use a certain Internet domain name to consumers. ICANN does not directly contract with any consumer, and certainly has not with Plaintiff.

ICANN has no company facilities, assets or real estate in Florida or Oregon, is not registered to do business in Florida or Oregon, does not solicit business in Florida or Oregon, does not have any phone number or mailing address in Florida or Oregon, does not sell any goods or services in Florida or Oregon, does not have a bank account in Florida or Oregon, and does not have any employees in Florida or Oregon. Declaration of Akram Atallah In Support of ICANN's Motion to Dismiss ("Atallah Decl.") at ¶¶ 3, 8-12, 14-15, 16-20, 22-23.

The only plausible contact ICANN has with Florida or Oregon, Florida and Oregon share with the rest of the world. ICANN operates a few passive websites on the Internet that provide information regarding its activities, as well as publicly available information about domain name registrations, including the websites at <http://www.icann.org>, <http://www.iana.org>, and <http://www.internic.net>. None of these websites are operated from web servers physically located in Oregon or Florida. *Id.* at ¶ 4. The websites contain information about ICANN, about the people who work for ICANN, and about the projects that ICANN has undertaken in connection with the Internet, but ICANN does not offer anything for sale on its websites. *Id.* In fact, ICANN does not sell anything anywhere. *Id.* at ¶ 3.

Plaintiff's Complaint

Plaintiff alleges that in 2003, she “contracted as a domain name reseller . . . with . . . 4Domains Inc., owned by defendant Charles Steinberger.” Complaint (“Compl.”) at ¶ 19. Under this alleged contract, Plaintiff alleges that she was able to purchase Internet domain names wholesale and “resell them to her business clients.” *Id.* She further alleges that 4Domains later became insolvent and the owner, defendant Charles Steinberger, went bankrupt. *Id.* at ¶¶ 31, 35. After determining that 4Domains was in bankruptcy, ICANN allegedly transferred 4Domains’ data and reseller accounts to another Registrar, defendant Internet.bs. *Id.* at ¶¶ 155, 156.

Plaintiff apparently alleges that after her domain name registrations were transferred to defendant Internet.bs, she was unable to communicate with Internet.bs via email because she was bedridden with a disability and Internet.bs did not offer phone support. *Id.* at ¶¶ 68, 159, 160. Plaintiff claims that as a result, several of her domain name registrations expired, *id.* at ¶¶ 67, 69, 70, which allegedly caused her to suffer economic injury and emotional distress. *Id.* at ¶¶ 140, 143-146.

Plaintiff’s only allegations regarding ICANN relate to the Registrar Accreditation Agreement that ICANN maintains with third party Registrars (not Plaintiff) and its Statement of Registrar Accreditation Policy. *See id.* at ¶ 29. Plaintiff claims that under Oregon’s Uniform Commercial Code (ORS 72.1010 *et seq.*) these documents create “express and implied warranties” to Plaintiff “regarding performance expectations for ICANN” and that ICANN breached its contractual obligations to Plaintiff and the general “public.” *Id.* at ¶¶ 26, 43, 46. Plaintiff also alleges that ICANN violated the Americans with Disabilities Act for failing to give her adequate instructions on how to transfer her domain name registrations and for failing to require defendant Internet.bs to offer Plaintiff phone support. *Id.* at ¶¶ 155-165. Finally,

Plaintiff alleges that ICANN violated the Freedom of Information Act by failing to adequately respond to her request for records and to answer why ICANN transferred her domain name registrations to defendant Internet.bs. *Id.* at ¶¶ 170-174.

#### **I. FLORIDA LACKS PERSONAL JURISDICTION OVER ICANN.**

ICANN does not have the necessary “minimum contacts” with Florida for this Court – or any court in Florida – to assert personal jurisdiction over ICANN. Determining whether personal jurisdiction can be exercised over a non-resident defendant like ICANN involves a two-part inquiry: (1) whether the exercise of jurisdiction is appropriate pursuant to Florida’s long-arm statute; and (2) whether exercising jurisdiction would violate the Due Process Clause of the Fourteenth Amendment. *Sloss Indus. Corp. v. Eurisol*, 488 F.3d 922, 925 (11th Cir. 2007). The second part of the inquiry asks whether there are sufficient “minimum contacts . . . such that maintenance of the suit does not offend traditional notions of fair play and substantial justice.” *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414, 104 S. Ct. 1868, 1872, 80 L. Ed. 2d 404 (1984); *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316, 66 S. Ct. 154, 158, 90 L.Ed. 95 (1945). In other words, to satisfy constitutional concerns, ICANN must have reasonably expected to be haled into court in Florida. *See Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472, 105 S. Ct. 2174, 2181-82, 85 L. Ed. 2d 528 (1985).

It is Plaintiff’s burden to “[establish] a prima facie case of personal jurisdiction.” *Stubbs v. Wyndham Nassau Resort & Crystal Palace Casino*, 447 F.3d 1357, 1360 (11th Cir. 2006). And even if such a prima facie case is made, “[w]here, as here, [D]efendant submits affidavits to the contrary, the burden traditionally shifts back to the plaintiff to produce evidence supporting jurisdiction.” *Meier v. Sun Int’l Hotels, Ltd.*, 288 F.3d 1264, 1269 (11th Cir. 2002). Even if she eventually tries, Plaintiff will not be able to carry this burden.

**A. Florida’s Long-Arm Statute Does Not Confer Jurisdiction Over ICANN.**

“Since the extent of the long-arm statute is governed by [state law], federal courts are required to construe it as would the Florida Supreme Court.” *Cable/Home Comm’n v. Network Prods.*, 902 F.2d 829, 856 (11th Cir. 1990) (citation omitted). Florida courts have held that “Florida’s long-arm statute is to be strictly construed.” *Sculptchair Inc. v. Century Arts, Ltd.*, 94 F.3d 623, 627 (11th Cir. 1996); *see also Thomas Jefferson Univ. v. Romer*, 710 So. 2d 67, 71 (Fla. Ct. App. 1998).

ICANN has not undertaken any of the activities enumerated in Florida’s long-arm statute that would subject it to jurisdiction in the State. The only arguably applicable provision in Florida’s long-arm statute is Section 1(a), which may subject a defendant to jurisdiction if it carries on business in Florida. Fla. Stat. § 48.193(1)(a). “In order to establish that a defendant is ‘carrying on business’ for the purposes of the long-arm statute, the activities of the defendant must be considered collectively and show a general course of business activity in the [S]tate for pecuniary benefit.” *Future Tech. Today, Inc. v. OSF Healthcare Sys.*, 218 F.3d 1247, 1249 (11th Cir. 2000).

But ICANN has not conducted any such business activity in Florida. ICANN is a not-for-profit California corporation with its principal place of business in California. Atallah Decl. at ¶ 2. ICANN has no employees, offices or agents in Florida. *Id.* at ¶¶ 8, 10 & 13. ICANN holds no business licenses in Florida. *Id.* at ¶ 14. ICANN does not offer anything for sale to Florida residents; in fact, ICANN does not sell anything. *Id.* at ¶¶ 3 & 15. On similar facts, the Eleventh Circuit recently found that Florida courts lacked personal jurisdiction over a group of defendants because they did not manufacture, sell or solicit orders for products in Florida and they did not maintain offices or agents in the State. *See Sculptchair Inc.*, 94 F.3d at 627-28; *see also Response Reward Sys., L.C. v. Meijer Inc.*, 189 F. Supp. 2d 1332, 1336-37 (M.D. Fla. 2002)

(ruling that the defendant did not operate a business in Florida because it “has no employees, officers, property, telephone number or mailing address in Florida”). The conclusion, here, should be no different.

Finally, any argument that ICANN conducts business in Florida because it maintains a passive Internet website that can be viewed by Florida residents if they so chose must be rejected. Indeed, the Middle District of Florida has already held that the maintenance of a passive website, such as ICANN’s, does not constitute operating a business for the purposes of the long-arm statute. *Miller v. Berman*, 289 F. Supp. 2d 1327, 1332-33 (M.D. Fla. 2003) (defendants’ Internet website did not constitute “conducting or carrying on business in the state of Florida” because defendants did not solicit business or contract with Florida residents over the Internet).

In sum, Plaintiff cannot allege facts sufficient to satisfy Florida’s long-arm statute. Without going any further, this Court has sufficient justification to dismiss Plaintiff’s entire Complaint against ICANN for want of personal jurisdiction under Florida’s long-arm statute.

**B. The Due Process Clause Does Not Confer Jurisdiction Over ICANN.**

The Due Process Clause of the Fourteenth Amendment provides further justification for dismissal of Plaintiff’s claims. To be clear, the exercise of jurisdiction over ICANN in Florida does not comport with due process.

“The Due Process Clause protects an individual’s liberty interest in not being subject to the binding judgments of a forum with which he has established no meaningful ‘contacts, ties, or relations.’” *Burger King Corp.*, 471 U.S. at 471-72, 105 S. Ct. at 2181. Due process requires two elements be established: (1) the defendant must have certain “minimum contacts” with the forum state; and (2) the maintenance of the suit must not offend “traditional notions of fair play and substantial justice.” *Int’l Shoe Co.*, 326 U.S. at 316, 66 S. Ct. at 158.

“Minimum Contacts within the forum may give rise to two types of personal jurisdiction: specific or general jurisdiction.” *Response Reward Sys.*, 189 F. Supp. at 1338; *see Helicopteros Nacionales de Colombia, S.A.*, 466 U.S. at 414-15, 104 S. Ct. at 1872. Here, ICANN is subject to neither.

### 1. ICANN Is Not Subject To General Jurisdiction In Florida.

To assert general jurisdiction, ICANN must have “continuous and systematic” contacts with Florida. *Fraser v. Smith*, 594 F.3d 842, 846 (11th Cir. 2010). Factors that weigh against general jurisdiction include a lack of business or a business license in the forum, *Helicopteros Nacionales de Colombia, S.A.*, 466 U.S. at 416, 104 S. Ct. at 1873, a lack of property ownership in the forum, *Nat’l Enquirer, Inc. v. News Group News, Ltd.*, 670 F. Supp. 962, 966-67 (S.D. Fla. 1987), or a lack of any bank accounts, telephone listings, or mailing addresses in the forum. *Id.* at 966. All of these factors weigh against exercising general jurisdiction over ICANN in Florida.

As established above, ICANN does not have continuous and systematic contacts with Florida. ICANN has no employees, assets, bank accounts, real property, personal property, offices, or other facilities in Florida. Atallah Decl. at ¶¶ 8 & 10-12. ICANN is not licensed to do business in Florida, does not have a registered agent for service of process in Florida, and has no phone numbers or mailing addresses in Florida. *Id.* at ¶¶ 9 & 13-14. Finally, ICANN’s websites, which are operated from web servers physically located in Southern California and Virginia, do not offer anything for sale. *Id.* at ¶ 4. And the operation of these websites outside of Florida does not subject ICANN to jurisdiction within Florida. *See Miller*, 289 F. Supp. 2d at 1336 (“[T]he exercise of [general] jurisdiction over Defendants in the State of Florida is not proper because placing an informational website on the Internet does not amount to sufficient contacts with the forum.”); *Bird v. Parsons*, 289 F.3d 865, 874 (6th Cir. 2002) (ruling that the fact that the defendant “maintains a website that is accessible to anyone over the Internet is insufficient to

justify general jurisdiction”); *Mink v. AAAA Dev. LLC*, 190 F.3d 333, 336-37 (5th Cir. 1999) (nationwide toll-free telephone number and website insufficient). ICANN therefore has none of the contacts with Florida that would subject it to general jurisdiction here. *Helicopteros Nacionales de Colombia, S.A.*, 466 U.S. at 416, 104 S. Ct. at 1873; *Nat’l Enquirer, Inc.*, 670 F. Supp. at 967.

## 2. ICANN Is Not Subject To Specific Jurisdiction In Florida.

“Specific” jurisdiction arises “out of a party’s activities in the forum state that are related to the cause of action alleged in the complaint.” *Sloss Indus. Corp.*, 488 F.3d at 925 (quotation marks and citation omitted). The Eleventh Circuit employs a three-part test for determining whether minimum contacts sufficient to support specific personal jurisdiction exist: (1) the defendant’s contacts with Florida must involve some act by which the defendant purposefully avails itself of the privilege of conducting activities within the State; (2) the defendant’s contacts with the State must give rise to the plaintiff’s cause of action; and (3) the defendant’s contacts with the State must be such that the defendant should reasonably anticipate being haled into court there. *See Future Tech. Today, Inc.*, 218 F.3d at 1250-51; *Miami Breakers Soccer Club v. Women’s United Soccer Assoc.*, 140 F. Supp. 2d 1325, 1330 (S.D. Fla. 2001). “The touchstone of sufficient contacts is that the defendant ‘purposefully directed’ its activities at residents of the forum-state.” *JB Oxford Holdings, Inc. v. Net Trade, Inc.*, 76 F. Supp. 2d 1363, 1366 (M.D. Fla. 1999); *see Burger King*, 471 U.S. at 472-73, 105 S. Ct. at 2181-82, *Response Reward Sys.*, 189 F. Supp. 2d at 1338 (finding no specific personal jurisdiction because the defendant’s activities could not be considered to be “purposefully directed to the State of Florida”). All of these factors weigh against exercising specific jurisdiction over ICANN in Florida.

As established above, ICANN does no business in Florida and is not party to any contracts with Plaintiff involving Florida in any way. Atallah Decl. at ¶¶ 7 & 14. Indeed,



ICANN has no contacts with the state of Florida, much less contacts that gave rise to Plaintiff's claims against ICANN. *Fraser*, 594 F.3d at 850 (“[A] fundamental element of the specific jurisdiction calculus is that plaintiff’s claim must ‘arise out of or relate to’ at least one of defendant’s contacts with the forum.”) (citation omitted). Specific personal jurisdiction is further lacking because ICANN did nothing to “purposefully avail[] itself of the privilege of conducting activities” in Florida, and could not “reasonably anticipate being haled into [this] court.” *Sloss Indus. Corp.*, 488 F.3d at 925 (quotation marks and citation omitted).

In short, ICANN has no meaningful contacts with Florida and the exercise of Florida jurisdiction over ICANN is therefore unreasonable. Plaintiff’s Complaint against ICANN must therefore be dismissed for want of personal jurisdiction.

## **II. OREGON LACKS PERSONAL JURISDICTION OVER ICANN.**

Similar to the types of contacts lacking with the State of Florida, Plaintiff cannot establish that ICANN has contacts with Oregon sufficient to subject it to jurisdiction in that State either. As such, this Court should dismiss Plaintiff’s Complaint with prejudice, rather than transferring her claims back to Oregon District Court.

Oregon’s Rules of Civil Procedure (“ORCP”) set forth the circumstances under which an Oregon court has personal jurisdiction over a non-resident defendant, like ICANN. Under ORCP 4, Oregon’s exercise of jurisdiction over an out-of-state defendant is either general, specific, or conferred under Oregon’s “catch-all” due process provision. *North Pac. Ins. Co. v. Switzler*, 143 Or. App. 223, 235-36 (1996). To satisfy due process, a plaintiff must satisfy a two-part inquiry. First, the plaintiff must allege material facts demonstrating that a defendant has “minimum contacts” with Oregon. *State ex rel. Circus Circus Reno, Inc. v. Pope*, 317 Or. 151, 159 (1993). Second, even if minimum contacts exist, exercising jurisdiction over the defendant must be reasonable in light of traditional notions of “fair play and substantial justice.” *Id.* (citing

*Burger King Corp*, 471 U.S. 462 (1985)). Here, Plaintiff has not alleged sufficient material facts to support personal jurisdiction over ICANN in Oregon under either the long-arm statute or the Due Process Clause. *Sinatra v. Nat'l Enquirer, Inc.*, 854 F.2d 1191, 1194 (9th Cir. 1988) (“When a defendant challenges the sufficiency of personal jurisdiction, the plaintiff bears the burden of establishing personal jurisdiction over the defendant.”); *State ex rel. La Manufacture Francaise Des Pneumatiques Michelin v. Wells*, 294 Or. 296, 299 (1982) (restating the well-established rule that it is a plaintiff’s burden to “allege and prove facts sufficient to establish jurisdiction”). As such, Plaintiff’s Complaint should be dismissed with prejudice.

**A. ICANN Is Not Subject To General Jurisdiction In Oregon.**

ORCP 4 A provides for general jurisdiction over a defendant in any action against a defendant who, at the time the action is commenced, “is engaged in substantial and not isolated activities within this state, whether such activities are wholly interstate, intrastate, or otherwise.”<sup>3</sup> The standard for establishing general jurisdiction is “fairly high,” and requires that the defendant’s contacts be of the sort that “approximate physical presence” in Oregon. *Wilson v. Paladin*, 186 F. Supp. 2d 1140, 1143 (D. Or. 2001).

Like Florida, ICANN is not subject to general jurisdiction in Oregon. ICANN has no employees, assets, bank accounts, real property, personal property, offices, or other facilities in Oregon. Atallah Decl. at ¶¶ 16 & 18-20. ICANN is not licensed to do business in Oregon, does not have a registered agent for service of process in Oregon, and has no phone numbers or mailing addresses in Oregon. *Id.* at ¶¶ 17 & 21-22. ICANN does not collect fees directly from domain name registrants, such as Plaintiff, and has no contracts with Plaintiff in Oregon. *Id.* at ¶¶ 5 & 7. Finally, ICANN’s websites, which are operated from web servers physically located in

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<sup>3</sup> The remaining provisions of ORCP 4 A are inapplicable to ICANN because ICANN is not a natural person or an Oregon corporation, and it has not expressly consented to jurisdiction in Oregon courts.

Southern California and Virginia, do not offer anything for sale to residents of Oregon or anyone anywhere in the world. *Id.* at ¶ 3-4. And the possibility that Oregon residents may access ICANN’s passive informational website (where that website does not advertise, solicit, or offer anything for sale) does not satisfy the rigorous “approximating physical presence” test for general jurisdiction. *Bancroft & Masters, Inc. v. Augusta Nat’l Inc.*, 223 F.3d 1082, 1086 (9th Cir. 2000) (factors relevant to general jurisdiction inquiry under the “approximate physical presence” test include “whether the defendant makes sales, solicits or engages in business in the state, serves the state’s markets, designates an agent for service of process, holds a license, or is incorporated there) (*overruled in part on other grounds by Yahoo! Inc. v. La Ligue Contre Le Racisme Et L’Antisemitisme*, 433 F.3d 1199 (9th Cir. 2006) (en banc)). Nor is it sufficient that ICANN accredits Registrars that *themselves* provide services to Oregon residents. *Purdue Research Found. v. Sanofi-Synthelabo, S.A.*, 338 F.3d 773, 778-79 (7th Cir. 2003) (rejecting general jurisdiction premised on a “stream of commerce” theory – i.e., that a defendant has contacts with third parties who then do business in the forum state); *Alpine View Co. Ltd. v. Atlas Copco AB*, 205 F.3d 208, 216 (5th Cir. 2000) (“We have specifically rejected a party’s reliance on the stream-of-commerce theory to support asserting general jurisdiction over a nonresident defendant.”).

ICANN thus has none of the contacts with Oregon that may trigger general jurisdiction in that State. *State ex rel. Circus Circus Reno, Inc.*, 317 Or. at 154 (no general personal jurisdiction over a defendant who was not registered to do business in Oregon, paid no business tax in Oregon, and had no bank accounts, offices, real estate, employees, or exclusive agents in Oregon). General personal jurisdiction over ICANN is therefore lacking in Oregon.

**B. ICANN Is Not Subject To Specific Jurisdiction In Oregon.**

Oregon's long-arm statute, found in subsections B through K of Rule 4 of the Oregon Rules of Civil Procedure, "enumerate[s] specific bases for the exercise of personal jurisdiction over out-of-state defendants." *Boehm & Co. v. Env't Concepts*, 125 Or. App. 249, 252 (1993) (citations omitted); ORCP 4 B-K. Plaintiff's Complaint fails to invoke any of these provisions.<sup>4</sup> What is more, ICANN has not undertaken any of the activities enumerated in the long-arm statute. At most, the activities alleged in Plaintiff's Complaint may (but do not) implicate only three provisions of statute. These three arguably relevant provisions may subject a nonresident defendant to Oregon jurisdiction if: (1) the defendant's local act or omission injured plaintiff (ORCP 4 C); (2) the defendant's act or omission outside of Oregon injured plaintiff, but only if, at the time of the injury, the defendant also solicited or provided services within Oregon (ORCP 4 D(1)); or (3) in an action which arises out of a promise, made anywhere to the plaintiff or for the plaintiff's benefit, by the defendant to perform services within the state. ORCP 4 E(1).

**1. ICANN Has Not Injured Plaintiff By An Act Or Omission Occurring Within Oregon.**

ORCP 4 C allows for personal jurisdiction if the injury arises "out of an act or omission within this state by the defendant." ORCP 4 C; *Marvel v. Pennington GMC, Inc.*, 98 Or. App. 612, 616 (1989) (While the injury need not occur in this state, "it must arise from 'an act or omission [committed] within' Oregon."); *see also North Pac. Ins. Co. v. Switzler*, 143 Or. App.

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<sup>4</sup> In her Complaint, Plaintiff refers to four inapposite cases in support of her personal jurisdiction argument. Each addresses only specific personal jurisdiction and none are even remotely on point. *See Zippo Mfg. Co. v. Zippo DOT Com*, 952 F. Supp. 1119 (W.D. Pa. 1997) (personal jurisdiction established under Pennsylvania's long-arm statute because defendant ran a news website that had over 3,000 Pennsylvania subscribers and entered into contracts with seven internet access providers in Pennsylvania); *Thompson v. Handa-Lopez, Inc.*, 998 F. Supp. 738, 743 (W.D. Tex. 1998) (personal jurisdiction established where defendant directed advertisements to Texas residents and entered into contracts with Texas residents to play online gambling games; and stating that "a passive website that solely makes information available to interested parties is not grounds for the exercise of personal jurisdiction"); *Keeton v. Hustler Magazine*, 465 U.S. 770, 104 S. Ct. 1473, 79 L. Ed. 2d 790 (1984) (regular monthly sales of thousands of magazines to residents of forum state was sufficient to confer personal jurisdiction); *Calder v Jones*, 465 U.S. 783, 104 S. Ct. 1482, 79 L. Ed. 2d 804 (1984) (weekly sale of 600,000 copies of defendant's magazine was sufficient to confer personal jurisdiction). But, as established herein, ICANN has not entered into any contracts in Oregon and does not sell any products to Oregon's residents. Atallah Decl. at ¶¶ 10, 14 & 15.

223, 235 (1996) (specific personal jurisdiction “is based on a relationship between the state and the subject matter of the particular litigation”) (quotation omitted). Given that ICANN lacks any presence in Oregon, Atallah Decl. at ¶¶16-23, Plaintiff must allege some facts to show that ICANN committed an act or omission within Oregon, which caused injury to Plaintiff.

*Sutherland*, 131 Or. App. at 29 (rejecting the proposition under ORCP 4 C that personal jurisdiction extends to an out-of-state defendant where there is no evidence that the defendant contacted plaintiff in an effort to cause the alleged injury). This, Plaintiff has not done.

Plaintiff claims that she was injured by ICANN’s alleged failure to “perform due diligence” of its Registrars. *See, e.g.*, Compl. at ¶¶ 41-42. Even assuming Plaintiff’s allegations are true (which they are not), they do not establish that ICANN took any action or made any omission *within* Oregon. To the contrary, ICANN’s Registrar Accreditation Agreements are entered into in California and ICANN’s performance of its contracts with Registrars occurs in California, regardless of where the Registrar resides. Atallah Decl. at ¶ 6; <http://www.icann.org/registrars/ra-agreement-17may01.htm>. Thus, any alleged failure by ICANN to “perform due diligence” of its Registrars would, if true, take place in California, not Oregon. Personal jurisdiction over ICANN is therefore not conferred under ORCP 4 C. *Sutherland v. Brennan*, 131 Or. App. 25, 29 (1994) (affirming dismissal of defendant for lack of personal jurisdiction where defendant’s failure to relinquish funds held in California to an Oregon plaintiff constituted acts in California and not Oregon under ORCP 4 C).

**2. ICANN Has Not Injured Plaintiff By Any Act Or Omission Outside Oregon, While At The Same Time Carrying On Solicitation or Service Activities In Oregon.**

Subsection 4 D(1) allows a court to exercise personal jurisdiction over an out-of-state defendant where plaintiff’s injury arises out of an act or omission occurring outside Oregon, “*provided in addition* that at the time of the injury,” the defendant carried on “solicitation or

service activities” within Oregon. ORCP 4 D(1) (emphasis added); *see Columbia Boat Sales, Inc. v. Island Packet Yachts*, 105 Or. App. 85, 88 (1990) (defining “service” in ORCP 4 D to mean “the performance of any of the business functions auxiliary to production or distribution.”). This subsection is inapplicable to Plaintiff’s Complaint and does not confer jurisdiction over ICANN.

First, ICANN does not produce, manufacture or distribute any goods or services anywhere in the world, let alone in Oregon. Atallah Decl. at ¶ 3. Plaintiff therefore cannot satisfy ORCP 4 D(1)’s requirement that ICANN carried on “service activities” in Oregon at the time of the injury. *Columbia Boat Sales, Inc.*, 105 Or. App. at 88. Second, ICANN does not solicit any business in Oregon. Atallah Decl. at ¶ 23. Indeed, ICANN does not engage in commercial business anywhere. *Id.* at ¶ 3. Personal jurisdiction over ICANN is therefore not conferred under ORCP 4 D.

**3. This Action Does Not Arise Out Of Any Promise By ICANN To Perform Services Within Oregon.**

Subsection 4 E(1) allows a court to exercise personal jurisdiction in an action which arises out of a defendant’s promise to the plaintiff or to a third party for the plaintiff’s benefit, to perform services within Oregon. ORCP 4 E(1). But jurisdiction over ICANN is not conferred under this subsection either.

As explained above, ICANN does not conduct any business in Oregon and has not entered into any contract with Plaintiff, or anyone else in the State.<sup>5</sup> Atallah Decl. at ¶¶ 7 & 22. Moreover, ICANN does not engage in commercial business. *Id.* at ¶ 3. There is thus no support for the notion that ICANN promised to perform services within Oregon for the benefit of Plaintiff.

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<sup>5</sup> While ICANN may have Registrar Accreditation Agreements with companies resident in Oregon, as explained above, those contracts were entered into in California and ICANN’s performance under those contracts occurs in California.

Plaintiff suggests that she is a third-party beneficiary to one or more of ICANN's Registrar Accreditation Agreements. Plaintiff, however, does not identify any specific Agreement that she purports to benefit from. *See, e.g.*, Compl. at ¶¶ 28-30. Nor could she. As noted in the preamble of the blank Registrar Accreditation Agreement attached to Plaintiff's Complaint as Exhibit A, the only parties to the agreement are ICANN and the Registrar. Ex. A to Compl. Moreover, section 5.10 of the agreement specifically states "[t]his Agreement shall not be construed to create any obligation by either ICANN or Registrar to any non-party to this agreement, including any Registered Name Holder." *Id.* Plaintiff therefore cannot be considered a third-party beneficiary to any Registrar Accreditation Agreement ICANN maintains with its Registrars.

Plaintiff also alleges that she is a third-party beneficiary to ICANN's Statement of Registrar Accreditation Policy. *See, e.g.*, Compl. at ¶¶ 28-30 & Ex. B to Compl. (attaching ICANN's Statement of Registrar Accreditation Policy). However, ICANN's policy statement is not a contract at all; it is merely a statement of ICANN's policies as they relate to registrar accreditation. There is no basis for asserting that the Statement of Registrar Accreditation Policy, which is publicly posted on ICANN's website, somehow extends contractual benefits to Plaintiff and the general public. *Cybersell, Inc. v. Cybersell, Inc.*, 130 F.3d 414, 415 (9th Cir. 1997) (holding there was no specific personal jurisdiction in the forum state over a defendant who had a passive website and who had "no contacts with [the forum state] other than maintaining a home page that is accessible to [those the forum state], and everyone else, over the Internet."). Plaintiff is not a party or even a third-party beneficiary to ICANN's Registrar Accreditation Agreements or ICANN's Statement of Registrar Accreditation Policy. Accordingly, ORCP 4 E does not confer personal jurisdiction over ICANN in Oregon.

In sum, Plaintiff has not alleged a single fact sufficient to satisfy Oregon's long-arm statute. Indeed, Plaintiff has not identified which subsection of Oregon's long-arm statute allegedly confers jurisdiction over ICANN, and, in fact, no subsection does. This Court should therefore dismiss Plaintiff's entire Complaint against ICANN for want of personal jurisdiction under Oregon's long-arm statute.

**C. Due Process Does Not Support Personal Jurisdiction Over ICANN in Oregon.**

ORCP 4 L provides for personal jurisdiction "notwithstanding a failure to satisfy the requirements of sections B through K of this rule, in any action where prosecution of the action against the defendant in this state is not inconsistent with the Constitution of this state or the Constitution of the United States." ORCP 4 L. The intent of ORCP 4 L is to equate the limits of personal jurisdiction under ORCP 4 with the limits of due process. *See State ex rel. Jones v. Crookham*, 296 Or. 735, 738 (1984); *see also State ex rel. Circus, Circus Reno, Inc.*, 317 Or. at 156.

Jurisdiction under ORCP 4 L exists where: (1) the defendant has purposefully availed itself of the privilege of conducting activities in Oregon; (2) the plaintiff's claims arise out of defendant's forum-related activities; and (3) the exercise of jurisdiction is reasonable. *Pac. Cornetta, Inc. v. Jung*, 218 F.R.D. 250, 254 (D. Or. 2003); *Wong v. Wong*, 134 Or. App. 13, 16-17 (1995). That is, ICANN must "in a substantively related way, have purposefully availed [itself] of conducting business in Oregon." *Bachman v. Med. Eng'g Corp.*, 81 Or. App. 85, 89 (1986); *State ex rel. La Manufacture Francaise Des Pneumatiques Michelin v. Wells*, 294 Or. At. 301-02 (there must be "some fact of the case itself other than the mere residence of the plaintiff which makes Oregon an appropriate forum"). Plaintiff has not satisfied, and cannot satisfy, these requirements.



## 1. ICANN Does Not Have Minimum Contacts With Oregon.

In a due process analysis, to establish minimum contacts, “the defendant [must have] ‘purposefully directed’ its activities at residents of the forum state.” *Wong*, 134 Or. App. at 16-17 (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 472 (1985)). Purposeful direction “consists of evidence of the defendant’s actions outside the forum state that are directed at the forum, such as the distribution in the forum state of goods originating elsewhere.” *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 803 (9th Cir. 2004).

ICANN did not purposefully direct any activities at Oregon residents. As established above, ICANN has no employees, assets, bank accounts, real property, personal property, offices, or other facilities in Oregon. Atallah Decl. at ¶¶ 16 & 18-20. ICANN is not licensed to do business in Oregon, does not have a registered agent for service of process in Oregon, and has no phone numbers or mailing addresses in Oregon. *Id.* at ¶¶ 17 & 21-22. Finally, ICANN’s website does not offer anything for sale to Oregon residents or anyone else. *Id.* at ¶ 4.<sup>6</sup> ICANN thus has none of the contacts with Oregon that would satisfy due process. *White v. Mac Air Corp.*, 147 Or. App. 714 (1997) (defendant did not regularly transact business in Oregon and thus did not “purposefully direct” its activities at Oregon residents).

## 2. Plaintiff’s Claims Do Not Arise Out Of ICANN Activities In Oregon.

To satisfy due process, a plaintiff must also demonstrate that the litigation “arises out of or relates to” the defendant’s activities directed at the residents of the forum state. *Wong*, 134

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<sup>6</sup> Plaintiff alleges that personal jurisdiction exists over ICANN because “every Oregon government office, Oregon business, Oregon non-profit or Oregon citizen with a website ultimately bought their domain name . . . from ICANN.” Compl. at ¶ 6. This severely misstates and mischaracterizes ICANN’s function. As affirmed by the Declaration of Akram Atallah, ICANN is a California non-profit public benefit corporation with its principal place of business in Marina del Rey, California. ICANN does *not* sell domain names or engage in any commercial business – indeed, it does not sell anything, but rather administers the Internet’s domain name system on behalf of the Internet community, pursuant to a series of agreements with the U.S. Department of Commerce. Atallah Decl. at ¶¶ 2, 3 & 5. It is ICANN’s Registrars (not ICANN) that allocate the right to use a certain domain name to consumers. ICANN does not directly contract with any consumer, and has never contracted with Plaintiff. *Id.* at ¶¶ 3, 5 & 7. As such, Plaintiff fails to allege “at least one contact with the forum state which is substantively relevant to the cause of action.” *State ex rel. La Manufacture Francaise Des Pneumatiques Michelin v. Wells*, 294 Or. 296, 302 (1984).

Or. App. at 16-17 (citing *Burger King Corp*, 471 U.S. at 462, 105 S. Ct. 2174). As established above, ICANN has not directed any activities to any resident of Oregon. Plaintiff's claims therefore do not and cannot arise out of ICANN activities in Oregon.

### **3. Exercising Jurisdiction Over ICANN Would Be Unreasonable.**

Even if Plaintiff could establish minimum contacts, which she cannot, jurisdiction must be reasonable in light of traditional notions of "fair play and substantial justice." *State ex rel. Circus, Circus Reno Inc.*, 317 Or. at 159. To determine whether jurisdiction is reasonable, a court may evaluate the following factors: (1) the burden on the defendant; (2) the plaintiff's interest in obtaining convenient and effective relief; (3) the interstate judicial system's interest in obtaining the most efficient resolution of controversies; and (4) the shared interests of the several states in further fundamental and substantive social policies. *Id.*

In the instant case, Plaintiff's interest in obtaining convenient and effective relief does not outweigh the burden that ICANN, a California non-profit public benefit corporation, would suffer if forced to come to Oregon to defend against Plaintiff's unmeritorious claims. Moreover, adjudicating this controversy in Oregon will not further the interstate judicial system's interest in obtaining an efficient resolution of controversies nor the shared interests of the several states in furthering fundamental and substantive social policies. Plaintiff's allegations with respect to ICANN relate to Registrar Accreditation Agreements that ICANN maintains with third party Registrars (not Plaintiff) and ICANN's Statement of Registrar Accreditation Policy, neither of which were entered into in Oregon or require performance of any obligations by ICANN in Oregon. Oregon has no compelling interest in hearing this case. Oregon jurisdiction would therefore be unreasonable under the circumstances. *Showalter v. Edwards & Assoc., Inc.*, 112 Or. App. 472, 478-79 (1992) (holding that it was not reasonable to extend personal jurisdiction to

a defendant that did not have the requisite “minimum contacts” with Oregon and affirming the dismissal of the claims against the defendant).

In sum, ICANN has no meaningful contacts with Oregon and the exercise of jurisdiction over ICANN in Oregon is therefore unreasonable. As such, Plaintiff’s Complaint against ICANN must be dismissed for want of personal jurisdiction.

**III. PLAINTIFF’S COMPLAINT AGAINST ICANN SHOULD BE DISMISSED UNDER RULE 12(B)(3) FOR IMPROPER VENUE.**

Plaintiff’s Complaint against ICANN should be dismissed on the additional, independent ground that venue is improper in both Florida and Oregon, under Rule 12(b)(3) of the Federal Rules of Civil Procedure. *See* Fed. R. Civ. P. 12(b)(3); 28 U.S.C. § 1406(a). Like jurisdiction, Plaintiff bears the burden of establishing that her claims are brought in the proper judicial district. *See Burger King Corp. v. Thomas*, 755 F. Supp. 1026, 1028 (S.D. Fla. 1991). Plaintiff cannot meet this burden.

As explained above, ICANN does not conduct any business in Florida or Oregon and has not entered into any contract with Plaintiff, much less any contract in the State of Florida or Oregon. Other than Plaintiff’s residence, this case has nothing to do Oregon. Likewise, other than defendant Steinberger’s bankruptcy proceeding in Florida, this case has nothing to do with the State of Florida. Plaintiff’s Complaint should therefore be dismissed for lack of venue under Rule 12(b)(3) of the Federal Rules of Civil Procedure.

**IV. PLAINTIFF’S COMPLAINT SHOULD BE DISMISSED UNDER RULE 12(B)(6) FOR FAILURE TO STATE A CLAIM AGAINST ICANN.**

Under Rule 12(b)(6) of the Federal Rules of Civil Procedure, a court should dismiss a complaint when the plaintiff can prove no set of facts that would entitle it relief. *See Linder v. Portocarrero*, 963 F.2d 332, 334 (11th Cir. 1992). As established below, Plaintiff’s Complaint fails to allege facts sufficient to state a claim against ICANN for violations of the Americans

with Disabilities Act (“ADA”), the Freedom of Information Act (“FOIA”), or Oregon’s Uniform Commercial Code.

**A. Plaintiff Fails To State A Claim Against ICANN Under The ADA.**

Plaintiff purports to allege damages against ICANN for violating the ADA. Compl. at ¶155-169. Specifically, Plaintiff alleges that ICANN violated the ADA by refusing to require that Defendant Internet.bs provide telephone support for Plaintiff. Compl. at ¶ 165. Plaintiff’s ADA claim fails because ICANN is not subject to the ADA with respect to Plaintiff and the statute does not allow for damages.

The ADA prevents employers, public entities, private entities who operate places of “public accommodation” affecting commerce (such as hotels, theatres and restaurants), and telecommunications companies from discriminating against persons with disabilities. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12111 (Title I applies to employers), 12131 (Title II applies to public entities), 12181 (Title III applies to private entities affecting commerce) (2000); Communications Act, 47 U.S.C. § 225 (Title IV applies to telecommunications companies) (1934). But the ADA does not apply to ICANN here. ICANN does not employ Plaintiff. ICANN is not a public entity providing state or local government services. ICANN is not a telecommunications company. And ICANN does not operate a place of public accommodation whose operations affect commerce.<sup>7</sup> Plaintiff’s ADA claim is further deficient because she seeks an award of damages under the statute. Compl. at ¶ 169. The ADA, however, allows private parties to seek only injunctive relief. *See* 42 U.S.C. § 2000a-3; *see also*

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<sup>7</sup> To be clear, ICANN’s websites are not places of “public accommodation” that would render ICANN subject to the ADA. In fact, courts have repeatedly held that websites like ICANN’s are not places of public accommodation under the ADA. *See, e.g., Access Now, Inc. v. Southwest Airlines*, 227 F. Supp. 2d 1312, 1320-21 (S.D. Fla. 2002) (granting a motion to dismiss where ADA claims were based on access to an internet site); *Nat’l Fed’n of the Blind v. Target Corp.*, 452 F. Supp. 2d 946, 954 (9th Cir. 2006) (holding an ADA claim based on access to an internet site can only be maintained where there is a “nexus between a challenged service and an actual, physical place of public accommodation”).

42 U.S.C. § 12188 (stating monetary relief is only available to the Attorney General in enforcement actions).

ICANN is not subject to the ADA as it relates to Plaintiff and Plaintiff improperly seeks damages under the Act. Plaintiff's claims against ICANN under the ADA must therefore be dismissed with prejudice.

**B. Plaintiff Fails To State A Claim Against ICANN Under FOIA.**

Plaintiff's claim against ICANN under FOIA, Compl. at ¶¶ 170-174, must also be dismissed because the statute only applies to federal agencies and federal agency records. 5 U.S.C. § 551 (defining "agency" as used in 5 U.S.C. § 552 as an "authority of the Government of the United States"); *United States DOJ v. Julian*, 486 U.S. 1, 8 (1988) (under the FOIA, only "[a] federal agency must disclose agency records . . ."). Plaintiff does not allege that ICANN is a federal agency. Nor could she. ICANN is a private non-profit public benefit corporation. Plaintiff's claim against ICANN under FOIA must therefore also be dismissed with prejudice.

**C. Plaintiff Fails To State A Claim Against ICANN For Violation Of Oregon's Uniform Commercial Code for Sales.**

Plaintiff alleges that she and ICANN "entered into legally binding contracts with each other regulated by [Oregon's Uniform Commercial Code]." Compl. at ¶ 24. Specifically, Plaintiff alleges that ICANN breached its contractual obligations owed under Oregon Revised Statutes ("ORS") 72.8010, *et seq. Id.*

As an initial matter, ICANN has never entered into any contractual relationship with Plaintiff. And Plaintiff's suggestion that she is a third-party beneficiary to one or more of ICANN's Registrar Accreditation Agreements is baseless. As demonstrated above, only ICANN and the Registrar are parties to such an agreement and section 5.10 of the agreement specifically

states “[t]his Agreement shall not be construed to create any obligation by either ICANN or Registrar to any non-party to this agreement, including any Registered Name Holder.”

In addition, Oregon’s Uniform Commercial Code regulates only those contracts that “relat[e] to the present or future sale of goods.” ORS 72.1060. And Section 72.8010, *et seq.*, upon which Plaintiff relies, only relates to the sale of consumer goods, where a consumer good is defined as “a new motor vehicle, new manufactured dwelling, new modular home, new machine, new appliance or new like product used or bought for use primarily for personal family or household purposes.” ORS 72.8010.<sup>8</sup> The Complaint definitively lacks any allegations establishing that ICANN manufactures, distributes, sells or otherwise deals with any consumer goods “used or bought for use primarily for personal family or household purposes.” ORS 72.8010.<sup>9</sup>

As Plaintiff’s purported “contracts” with ICANN are not contracts at all, Plaintiff’s claims under Oregon’s Uniform Commercial Code should be dismissed with prejudice.

## V. CONCLUSION

Plaintiff’s Complaint is deficient on a number of grounds. Principally, however, Plaintiff has sued the wrong defendant in the wrong court—ICANN has no meaningful or relevant contacts with Florida or Oregon and there is no link between ICANN and Plaintiff’s alleged injuries. For these reasons, and given the futility of Plaintiff’s substantive causes of action against ICANN, Plaintiff’s entire Complaint should be dismissed with respect to ICANN.

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<sup>8</sup> Plaintiff further alleges that ICANN’s breach of Oregon’s Uniform Commercial Code entitles Plaintiff to damages under (1) § 72.6090 (right to adequate assurance of performance); (2) § 72.7140 (buyer’s damages for breach in regard to accepted goods); (3) § 72.7150 (buyer’s incidental and consequential damages); and (4) § 72.7160 (buyer’s right to specific performance or replevin). *See* Compl. at ¶¶ 44, 47, 89. None of these code sections are applicable to ICANN, which neither sells or receives consumer goods.

<sup>9</sup> Nor is ICANN’s “Statement of Registrar Accreditation Policy” a contract within the meaning of Oregon’s Uniform Commercial Code (or otherwise). This policy statement sets forth the process and qualifications needed to apply to become a Registrar; it is not a “contract” or “agreement” under Oregon’s Uniform Commercial Code. The document does not “relat[e] to the present or future sale of goods.” ORS 72.1060.

DATED: May 20, 2011

Respectfully submitted,

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ASSIGNED NAMES AND NUMBERS

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing motion has been provided by regular U.S. Mail or the Court's CM/ECF system on the 20th day of May, 2011, to: Charles F. Steinberger and Pamela J. Perry, 19302 69th Avenue East, Bradenton, FL 34211; Christopher D. Smith, Esq., 5391 Lakewood Ranch Blvd., #203, Sarasota, FL 34240; Denise Subramaniam, 2850 SW Cedar Hills Blvd. #351, Beaverton, OR 97005 and at 13865 SW Walker Road, Beaverton, OR 97005; Susan K. Woodard, Trustee, PO Box 7828, St. Petersburg, FL 33734-7828; Herbert Donica, Counsel for Trustee, 106 S. Tampania Ave., Suite 250 Tampa, FL 33609 and Internet.bs Corp., c/o Ernesto Gongora, CTO, 98 Hampshire Street, N-4892 Nassau, The Bahamas.

/s/ Maria H. Ruiz \_\_\_\_\_

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