

JURISDICTION SUBGROUP ICANN LITIGATION SUMMARY v2.1

Reviewed by:	Paul Rosenzweig
Name of Case:	Martinez v. RegisterFly
Parties: ¹	Ann Martinez (P); RegisterFly.Com (D); Unified Names Inc. (D); Hosting Services Group, Inc. (D); Kevin Medina (D); ENOM (D); and ICANN (D)
Citizenship of Parties:	US
Court/Venue:	US Federal District Court for the Middle District of North Carolina (i.e. Greensboro, NC)
Was a contract involved? Did it have a Choice of Law provision; if so, which jurisdiction?:	The RAA between ICANN and the Registrars provided for exclusive venue and jurisdiction in the Central District of California (i.e. Los Angeles). However, the contract did not have a substantive Choice of Law provision.
Law used to determine conflict of laws issues (i.e., to determine which substantive law applies):	US
Substantive Law Governing the Dispute (i.e., which law applies to the dispute and/or interpretation of contracts):	US
Date Case Began:	13 March 2007
Date Case Ended:	7 May 2007
Causes of Action: ²	Breach of Contract
Issues Presented/Brief Summary of Case:	Plaintiff Martinez filed a class action suit against RegisterFly and affiliated entities alleging damages from RegisterFly's failure to adequately register and manage its domain name services. ICANN was named as one of those affiliated parties.
Was Preliminary Relief Requested (and if so, was it granted)?:	Yes. Martinez requested a Temporary Restraining Order. The request was denied.

¹ List each party and their status (Plaintiff (P), Defendant (D), or other). Please list any non-party participants, such as Amicus Curiae (AC). For example, breach of contract, tortious interference with contract, violation of antitrust laws, etc. (state which laws)

Relief Requested by Plaintiff:	Class certification; damages
Outcome of Case and Relief Granted (if any):	ICANN was voluntarily dismissed from the case before it was resolved.
Was Jurisdiction Contested, and if so, what was the outcome?: ³	Yes. ICANN sought dismissal as a defendant on the ground that it had no contact with North Carolina, no contract with Martinez, and that its RAA limited jurisdiction to California.
Relevance of the case to the Jurisdiction Subgroup mandate:	Expeditious resolution of suit in which ICANN was improperly named as a defendant. Enforceability of contract.
Impact of case on ICANN accountability/operations: ⁴	None
Impact if case were decided for the other party?:	Significant exposure of ICANN to multiple jurisdictions – increased expense and litigation risk
Did the Court comment on any jurisdiction-related matters?:	No. Plaintiff voluntarily dismissed ICANN.
Did the Court comment on the merit, lack of merit and/or frivolity of the plaintiff's claims?:	No.
Key Documents:	Brent Declaration: https://www.icann.org/en/system/files/files/brent-declaration-06apr07-en.pdf Dismissal of ICANN: https://www.icann.org/en/system/files/files/notice-dismissal-07may07-en.pdf

For example, was there a challenge to venue, challenge to change of venue, challenge to governing law, challenge to application of “choice of law” provision. Please describe the outcome as well as the challenge.

Indicate whether the case had, will have or could have an effect on ICANN’s accountability mechanisms or the operation of ICANN’s policies