

## JURISDICTION SUBGROUP ICANN LITIGATION SUMMARY

Name of Case:	Verisign, Inc. v. ICANN
Parties: <sup>1</sup>	Verisign, Inc (P) ICANN (D) Does 1-50 (D)
Citizenship of Parties:	USA
Court/Venue:	United States District Court for the Central District of California, United States Court of Appeals, California Superior Court, and before the International Chamber of Commerce
Choice of Law/Governing Law:	Sherman Act, <a href="#">Clayton Act</a> (Federal Law) / breach of contract (California <del>Law</del> Civil Code) <span style="background-color: yellow;">[Is there any Virginia ?]</span> <sup>2</sup>
Date Case Began:	26 February 2004
Date Case Ended:	22 December 2006
Causes of Action:	Violation of the Antitrust Laws (Sherman Act), breach of contract, interference with contractual relations
Issues Presented:	Prohibition, restrictions and delays to Verisign's ability to offer services to Internet users (SiteFinder, IDN, WLS...) Regulation of prices, ICANN would assume "regulatory power" over Verisign business
Preliminary Relief?:	Requested, not granted
Outcome:	Plaintiff claims DISMISSED 21 Sep 2004 Appeal voluntarily dismissed 22 Dec 2006
Was Jurisdiction Contested? <sup>3</sup>	No
Did the case have an impact on ICANN's accountability or the operation of ICANN's policies ? <sup>4</sup>	Potential impact on the operation of ICANN's Policies : The Plaintiff was challenging ICANN's ability to enforce its contracts, by challenging the scope of Registry Services as defined in the .com agreement (which could also happen to new gTLDs). ICANN's

<sup>1</sup> Indicate whether each party is Plaintiff (P) or Defendant (D), or other status. Please also list non-party participants, such as Amicus Curiae (AC).

<sup>2</sup> [No mention of Virginia State Law in the case.](#)

<sup>3</sup> For example, 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.

<sup>4</sup> Indicate whether the case had or will have an effect on ICANN's accountability mechanisms or the operation of ICANN's policies..

	demands were made at the behest of various ICANN constituencies. It could however be argued that policies on the matter were not as clearly defined at the time (RSTEP is now in place).
1) What relief was requested by the plaintiff from ICANN (or ICANN from defendant if ICANN was a plaintiff)?	Cancel a decision from ICANN related to contract enforcement
2) What relief, if any, was granted to the plaintiff?	None
3) Did the Court in its decision offer any conclusion as to the lack of merit/frivolity of the plaintiff's claim?	No
Key Documents:	Complaint 26 Feb 04 Revised Final Judgment 21 Sep 04 VS opening brief (Appeal) 17 dec 04 <a href="#">Order Dismissing Ninth Circuit Appeal</a> 22 Dec 2006