# JURISDICTION SUBGROUP ICANN LITIGATION SUMMARY v2.1

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| Reviewed by: | Paul Rosenzweig |
| Name of Case: | ICANN v. RegisterFly |
| Parties:[1] | ICANN (P); RegisterFly.Com (D) and Unified Names Inc. (D) |
| Citizenship of Parties: | US |
| Court/Venue: | US Federal District Court for the District of Central California (i.e. Los Angeles) |
| Was a contract involved? Did it have a Choice of Law provision; if so, which jurisdiction?: | Yes, a Registrar Accreditation Agreement (RAA) between ICANN and RegisterFly. It provided for exclusive jurisdiction and venue in Los Angeles, California. 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: | 29 March 2007 |
| Date Case Ended: | 24 September 2007 |
| Causes of Action:[2] | Breach of contract; Declaratory Relief |
| Issues Presented/Brief Summary of Case: | RegisterFly was alleged to be in "disarray" and on the brink of insolvency and incapable of managing the domains it was responsible for in conformance with the requirements of the RAA. ICANN sought to terminate the RAA and demanded a copy of RegisterFly's registry data. |

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

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| Was Preliminary Relief Requested (and if so, was it granted)?: | Yes.  ICANN sought a copy of RegisterFly's registry data.  A Temporary Restraining Order, a Preliminary Injunction and a Permanent Injunction mandating production of the data were all entered.  RegisterFly was held in contempt for failing to provide the data. |
| Relief Requested by Plaintiff: | Termination of contract; copy of registry data; monetary damages |
| Outcome of Case and Relief Granted (if any): | Termination of contract; mandate for production of data; damages and attorney fees. |
| Was Jurisdiction Contested, and if so, what was the outcome?:[3] | No |
| Relevance of the case to the Jurisdiction Subgroup mandate: | Case resolved expeditiously to allow ICANN to enforce RAA terms in face of a rogue registrar.  Enforceability of contract. |
| Impact of case on ICANN accountability/operations:[4] | None |
| Impact if case were decided for the other party?: | None |
| Did the Court comment on any jurisdiction-related matters?: | No |
| Did the Court  comment on the merit, lack of merit and/or frivolity of | ICANN, as plaintiff, won a default judgment |

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| the plaintiff's claims?: | |
| Key Documents: | Complaint: https://www.icann.org/en/system/files/files/complaint-29mar07-en.pdf<br>Permanent Injunction: https://www.icann.org/en/system/files/files/perm-injunction-findings-12jun07-en.pdf |