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INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

(UNLIMITED JURISDICTION)

CORPORATE CONCEPTS,

Plaintiff,

v.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS; and DOES 1-10,

Defendants.

CASE NO. CGC-12-518251

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS' REPLY IN SUPPORT OF DEMURRER TO FIRST AMENDED COMPLAINT

Hearing Date: June 1, 2012
Time: 9:30 a.m.
Courtroom: Dept. 302

Complaint Filed: February 14, 2012

FILE BY FAX

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I. INTRODUCTION

As ICANN explained in its demurrer, the entire premise of Plaintiff's action for breach of contract and associated causes of action is fundamentally flawed. Because the First Amended Complaint ("FAC") demonstrates on its face that the factual and legal allegations do not state a cause of action, the demurrer should be granted with prejudice.

First, Plaintiff tries to create a contract out of a series of communications not with ICANN, but with a third party representing a different organization (not ICANN). Noticeably absent from the FAC, however, are any facts suggesting that ICANN, the alleged principal, undertook any conduct or made any representations to Plaintiff that would reasonably cause Plaintiff to believe that ICANN had authorized this third party "agent" to contract on ICANN's behalf. This is fatal to each of Plaintiff's claims.

Second, Plaintiff has failed to allege facts sufficient to identify the elements of the so-called "contract," including the performance allegedly promised by Plaintiff. Because the terms of the contract are not reasonably certain, Plaintiff's breach of contract claims fail.

Third, because Plaintiff's Third Cause of Action, a common count for goods and services rendered, is premised on the same facts and seeks the same recovery demanded in Plaintiff's breach of contract claims, it must be dismissed for the same reasons that the contract claims fail.

Finally, because Plaintiff has not alleged facts sufficient to establish that Plaintiff's reliance on ICANN's "agent's" alleged representations was justified—as there was no representation or conduct by ICANN confirming this agent's authority to act on ICANN's behalf—Plaintiff's Fourth Cause of Action for negligent misrepresentation must be dismissed.

Unable to refute those points, Plaintiff: (i) simply ignores most of the arguments set forth in ICANN's demurrer; (ii) abandons and/or misconstrues the actual allegations in the FAC; (iii) manufactures a novel—and unsupported—theory that ICANN's silence in response to a passing remark in a single email is sufficient to create an ostensible agency and justifiable reliance; and (iv) ignores binding precedent establishing that here the Court may, as a matter of law, determine whether the contract is sufficiently certain to sustain a cause of action for breach. For the reasons explained below, all of Plaintiff's counter arguments fail. ICANN's demurrer

should be granted with prejudice.

II. ARGUMENT

A. Each Of Plaintiff's Claims Fails Because Plaintiff Cannot Establish That Ms. Roger Was ICANN's Ostensible Agent.

To survive demurrer, Plaintiff must allege facts sufficient to establish that Ms. Roger—who is the Vice Chair of SF Bay ISOC and not an ICANN employee—was ICANN's ostensible agent authorized to contract on ICANN's behalf.[1] As set forth herein, Plaintiff has failed to meet its burden; consequently, Plaintiff's FAC should be dismissed in its entirety.

As an initial matter, Plaintiff's claim that its conclusory, unsubstantiated allegation that "Ms. Roger was ICANN's agent" is sufficient to establish an agency relationship is easily dispatched. (Opp. at p. 2.) The court does not assume the truth of "contentions, deductions, or conclusions of fact or law" on demurrer. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.)

Perhaps recognizing as much, Plaintiff then proffers the following four "facts" which Plaintiff claims support a finding of ostensible agency:

- "On November 21, 2010, Annalisa Roger identified herself to Plaintiff as ICANN's agent for purposes of planning the San Francisco event." (citing FAC ¶ 8);
- "On December 4, 2010, Ms. Roger told Plaintiff that Corporate Concepts was hired to plan the event." (citing FAC ¶ 10);
- "On December 8, 2010, Ms. Roger emailed Plaintiff, stating 'ICANN has asked the San Francisco Bay Internet Society to organize the March 16th GALA dinner. We are working with our event planner called Corporate Concepts.'" (citing FAC ¶ 11)[2]; and
- "The December 8, 2010 email was copied to ICANN's Senior Director, Meeting and Language Services." (citing FAC ¶ 11.)

[1] An agency is either actual or ostensible. (Cal. Civ. Code, § 2298.) In its opposition to ICANN's demurrer, Plaintiff did not refute ICANN's position that Plaintiff has not alleged an actual agency relationship.

[2] There actually is no such allegation in the FAC that Ms. Roger stated "ICANN has asked the San Francisco Bay Internet Society to organize the March 16th GALA dinner." (*See* FAC ¶ 11.) Regardless, even if the allegation is in the FAC, it still would not be sufficient to help the FAC withstand demurrer for the reasons explained herein.

(Opp. at p. 3, emphasis added.)[3] The first three "facts" establish only that Ms. Roger (the purported agent)—not ICANN—made statements to Plaintiff that Plaintiff claims showed the existence of an agency relationship. But, as ICANN explained in its demurrer (Demurrer at pp. 4-6) and as undisputed by Plaintiff, representations by the purported agent alone are not sufficient. The law is clear that "[o]stensible authority of an agent cannot be based on the agent's conduct alone; there must be evidence of conduct by the principal which causes a third party reasonably to believe the agent has authority." (*Lindsay-Field v. Friendly* (1995) 36 Cal.App.4th 1728, 1734, emphasis added; *see also Kaplan v. Coldwell Banker Residential Affiliates, Inc.* (1997) 59 Cal.App.4th 741, 747 ["The ostensible authority of an agent cannot be based solely upon the agent's conduct."].) Plaintiff does not (and cannot) allege that any ICANN employee or representative ever made a representation to Plaintiff; Plaintiff's allegations concerning statements made by Ms. Roger to Plaintiff do not support a finding that Ms. Roger was ICANN's ostensible agent.[4]

The fourth "fact" asserted by Plaintiff is likewise insufficient to establish an ostensible agency relationship between ICANN and Ms. Roger.[5] Plaintiff asserts that ICANN was copied on a December 8, 2010 email from Ms. Roger to Plaintiff where Ms. Roger referred to Plaintiff as "our event planner." (Opp. at p. 3, citing FAC ¶ 11.) Plaintiff argues that ICANN's "silence in

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[3] Plaintiff incorrectly states that "Defendant conveniently ignores" these facts. (Opp. at p. 3.) ICANN, however, expressly addressed in its demurrer the insufficiency of these "facts" that Plaintiff argues established ostensible agency. (*See* Demurrer at pp. 5-6.)

[4] For purposes of ICANN's demurrer, whether Ms. Roger made the alleged representations to Plaintiff is not in conflict. Instead, the issue is whether the statements of the purported agent alone are sufficient to support the existence of ostensible agency. As such, the Court may make an agency determination here as a matter of law. (*Wickham v. Southland Corp.* (1985) 168 Cal.App.3d 49, 55 [An agency determination may be made as a matter of law "when the essential facts are not in conflict"].)

[5] As noted, the "fact" as represented in Plaintiff's opposition brief is not supported by the FAC. Paragraph 11 in the FAC states in its entirety: "Four days later, Ms. Roger confirmed Corporate Concepts' status as 'our event planner' in an email that was copied to ICANN." (FAC ¶ 11.) There is no allegation (as represented by Plaintiff in its opposition brief) that the email also included language that "ICANN has asked the San Francisco Bay Internet Society to organize the March 16th GALA dinner. We are working with our event planner called Corporate Concepts." Plaintiff cannot offer new facts in its opposition brief. (*SKF Farms v. Superior Court* (1984) 153 Cal.App.3d 902, 905 ["A demurrer tests the pleadings alone and not the evidence or other extrinsic matters."].) Regardless, even if the allegation were included in an FAC, it still would not be sufficient to help the FAC withstand demurrer for the reasons explained herein.

response to Ms. Roger's December 8, 2010 email . . . is sufficient to establish an ostensible agency." (Opp. at pp. 3-4.) Plaintiff is wrong.

First, a single passing reference to "our event planner" without any further articulation as to the context, particularly where the email was not directed to ICANN,[6] is not sufficient to put ICANN on notice that Ms. Roger was holding herself out as ICANN's agent and entering into a contract purportedly on ICANN's behalf. Moreover, given that Ms. Roger was employed by SF Bay ISOC—not ICANN—it would be reasonable for ICANN to understand that the "our" Ms. Roger referenced was SF Bay ISOC, not ICANN, which would not necessitate any response by ICANN. (*See* Opp. at p. 3, citing FAC ¶ 11 ["ICANN has asked the San Francisco Bay Internet Society to organize the March 16th GALA dinner. We are working with our event planner called Corporate Concepts."], emphasis added.)

Second, the notion that an ostensible agency may be supported by the silence of the principal generally is reserved for cases where the parties do not dispute the existence of an actual agency relationship, and where the court considers the question of whether the agent acted beyond the scope of his authorized authority. Plaintiff relies on two such cases, each of which are entirely inapposite here.

In *Leavens v. Pinkham & McKevitt* (1912) 164 Cal. 242, the defendant principal operated a fruit packing house and employed an agent who entered into numerous contracts on behalf of his principal to purchase oranges, lemons and grapefruits from local farmers. The agent's status as an actual agent authorized to do so (for that year) was undisputed. (*Id*. at p. 244 [describing as "not questioned" that the agent was "an agent of defendant for certain purposes"].) The following year, unbeknownst to the farmers, the principal withdrew the agent's authority to purchase oranges and lemons and instructed the agent not to pay more than a specified price for grapefruit. The agent ignored the principal's instructions and agreed—purportedly on behalf of his principal—to purchase oranges and lemons, as well as grapefruit at a price in excess of his authority. The *Leavens* court held that the contracts were enforceable against the principal, reasoning that the agent was the manager employed in the principal's packing house, drove an

[6] As alleged in the FAC, ICANN was merely "copied" on the email. (FAC ¶ 11.)

automobile on which was printed "[Agent's name], Manager for [Principal]", and had in his possession printed forms of contract for purchase by defendant of citrus fruits, with defendant's name printed thereon. (*Id*. at pp. 246-247.) The court's holding, therefore, was limited to the issue of ostensible authority in the context of an actual agent who exceeded his authority. (*Id*. at pp. 247-248.) The *Leavens* court did not state that the silence of the purported principal creates agency where it did not exist before.

Similarly, in *Preis v. American Indemnity Co*. (1990) 220 Cal.App.3d 752, the existence of an actual agency was "uncontroverted." (*Id*. at p. 762.) There, the principal (an insurance company) gave certificates of insurance to an insurance agency and allowed for the issuance of those certificates on behalf of the principal. The court concluded that the agent's use of the insurance certificates that bore the principal's name and logo was evidence of ostensible authority for the broker/agent to write an amendment onto the insurance certificates. (*Ibid*.)

Neither case aids Plaintiff here. Plaintiff does not allege that Ms. Roger was ICANN's actual agent, nor does Plaintiff allege that Ms. Roger was an actual agent acting beyond her authority. Because both *Leavens* and *Preis* addressed ostensible authority in the context of an actual agent who exceeded his authority, neither case supports Plaintiff's contention that ICANN's silence in response to the December 8, 2010 email can create an agency relationship where none previously existed. This follows the reasoning of the courts in both *Leavens* and *Preis*, where the principals were held liable for the conduct of their agents because the principals were "silent" despite having specific knowledge that the agents were holding themselves out as clothed in certain authority. The specific knowledge was in part derived from the principals' provision of form contracts, printed with the principals' names, to the agents, which allowed the agents to contract on the principals' behalf.

Here, unlike in *Leavens* and *Preis*, Plaintiff did not plead—nor can it—that ICANN or Ms. Roger gave Plaintiff any form of contract on ICANN's paper, or any other document from ICANN that identified Ms. Roger as having authority to contract on ICANN's behalf. In fact, there are no allegations in the FAC that ICANN—as opposed to Ms. Roger—took any action that led Plaintiff to reasonably believe that Ms. Roger was acting on ICANN's behalf. This is fatal to

each of Plaintiff's claims. (*Kaplan*, *supra*, 59 Cal.App.4th at p. 747; *Lindsay-Field*, *supra*, 36 Cal.App.4th at p. 1734; *McMurray v. Pacific Ready-Cut Homes, Inc.* (1931) 111 Cal.App. 341, 343 ["[T]he third person must believe that the agent possessed the authority assumed, and [] this belief must have arisen by reason of the acts and declaration of the principal, recognizing the authority of the agent in similar previous transactions."].)

Finally, Plaintiff references the fact that Plaintiff forwarded ICANN an (unsolicited) invoice on January 6, 2011. (Opp. at p. 3.) Plaintiff fails, however, to refute established precedent, cited in ICANN's demurrer (Demurrer at p. 6, fn. 4), that an invoice does not, absent further evidence of an agreement, establish the existence of an agency relationship or a contract. (*India Paint & Lacquer Co. v. United Steel Products Corp*. (1954) 123 Cal.App.2d 597, 607 ["The prevailing rule is that an invoice, standing alone, is not a contract."].) Stated differently, simply sending a company a bill does not make the company liable to pay the bill.

At the end of the day, Plaintiff cannot establish that its belief in the purported agency relationship was generated by some act or negligence of ICANN. Plaintiff therefore cannot establish that either Ms. Roger or SF Bay ISOC was ICANN's ostensible agent as a matter of law. As such, ICANN's demurrer to each cause of action should be granted, without leave to amend.

B. Plaintiff's First And Second Causes Of Action For Breach Of Contract Fail As A Matter Of Law Because The Alleged Contract Is Too Uncertain.

Even if ICANN authorized Ms. Roger or SF Bay ISOC to contract with Plaintiff on ICANN's behalf (which it did not), Plaintiff's First and Second Causes of Action for breach of contract fail as a matter of law because Plaintiff has not alleged facts sufficient to support the existence of a valid contract. As set forth in ICANN's demurrer and as undisputed by Plaintiff, a valid contract requires an offer, acceptance and consideration. An offer must be sufficiently definite, or must call for such definite terms in the acceptance, that the performance promised is reasonably certain. (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 811 ["A proposal 'cannot be accepted so as to form a contract unless the terms of the contract are reasonably certain…. The terms of a contract are reasonably certain if they provide a basis for determining the existence of a breach and for giving an appropriate remedy.'"], citation omitted.)

Here, Plaintiff has failed to allege facts sufficient to identify the elements of the so-called contract, including the performance allegedly promised by Plaintiff. Because the terms of the contract are not reasonably certain, Plaintiff's breach of contract claims fail.

Plaintiff alleges that the following allegation is "sufficient" to proceed on a breach of contract claim:

> As of December 4, 2010, Plaintiff and Defendant entered into a contract, which was reduced to writing in a series of emails and a written contract dated January 6, 2011. The written contract specifies that Plaintiff will perform certain services on behalf of ICANN in preparation for ICANN's March 16, 2011 gala in San Francisco. In exchange, ICANN was obligated to pay Plaintiff a non-refundable 'good faith deposit' of $40,000.00.

(Opp. at p. 4.) Plaintiff claims that the "certain services" that were to be performed were detailed in two documents, both of which are attached to the FAC: (1) the December 4, 2010 email (Ex. A to FAC); (2) an invoice and Letter of Agreement dated January 6, 2011 that Plaintiff allegedly forwarded to ICANN on January 11, 2011 (Ex. B to FAC). (*See* Opp. at p. 5.)

Plaintiff asserts that its allegations are sufficient because Plaintiff "need only plead the existence and legal effect of a contract, and need not recite or provide the exact terms." (Opp. at p. 4.) However, the authority cited by Plaintiff goes on to explain that "[w]here a written contract is pleaded by attachment to and incorporation in a complaint, and where the complaint fails to allege that the terms of the contract have any special meaning, a court will construe the language of the contract on its face to determine whether, as a matter of law, the contract is reasonably subject to a construction sufficient to sustain a cause of action for breach." (*Hillman v. Sutter Community Hospital* (1984) 153 Cal.App.3d 743, 749-750.)[7] Here, Plaintiff attached to the FAC the documents purportedly detailing the performance promised under the contract. (*See* Exs. A and B to FAC.) Therefore, the Court may review the documents and, as a matter of law, determine whether the contract is subject to a construction sufficient to sustain a cause of action for breach. (*Hillman*, *supra*, 153 Cal.App.3d at pp. 749-750.)

[7] The rule on demurrer is simply a variation on the well-recognized theme that "[i]t is …solely a judicial function to interpret a written instrument unless the interpretation turns upon the credibility of extrinsic evidence." (*Parsons v. Bristol Development Co.* (1965) 62 Cal.2d 861, 865; *see also Barnett v. Fireman's Fund Ins. Co.* (2001) 90 Cal.App.4th 500, 505 ["[W]e rely on and accept as true the contents of the exhibits and treat as surplusage the pleader's allegations as to the legal effect of the exhibits."].)

Neither the December 4, 2010 email (Ex. A to FAC) nor the January 6, 2011 invoice and Letter of Agreement (Ex. B to FAC) provides a basis for determining what obligations the parties to the purported contract might have agreed to. The December 4, 2010 email is nothing more than Ms. Roger's brainstorming exercise regarding various themes and ideas for a potential event. There is no articulation of what services Plaintiff allegedly promised to perform or the cost for such services. It is impossible to discern the elements of the "contract" from this document.

The January 6, 2011 invoice is likewise devoid of any statement detailing the performance promised by Plaintiff under the "contract." The invoice provides as follows: "50% of total event costs due upon signature, representing $40,000.00 non-refundable good faith deposit, venue & vendor deposits, site inspection, collateral design and print production to include monies on account at Corporate Concepts." (Ex. B to FAC.) There is no articulation of what services Plaintiff allegedly would be required to perform under the so-called contract in exchange for the amount set forth in the invoice. (*Ibid*.)

Like the December 4, 2010 email and January 6, 2011 invoice, the Letter of Agreement does not articulate the specific performance promised by Plaintiff. (Ex. B to FAC [providing only a vague reference to "Pre Program Services" and "On Site Services"].)[8] Moreover, the Letter of Agreement is addressed to Ms. Roger of SF Bay ISOC, not ICANN. (*Ibid*.) The Letter of Agreement itself therefore could not put ICANN on notice that Ms. Roger was holding herself out as ICANN's agent and contracting purportedly on ICANN's behalf. And, of course, neither Plaintiff, ICANN nor Ms. Roger (or any other representative of SF Bay ISOC) signed the Letter of Agreement, which negates Plaintiff's contention that its terms were agreed to by the parties.

In short, neither the December 4, 2010 email or the January 6, 2011 invoice and Letter of Agreement provides a basis for determining what obligations the parties have agreed to; it is therefore impossible to determine whether those obligations have been breached. Accordingly,

[8] The FAC is not clear as to whether ICANN actually received the January 6, 2011 Letter of Agreement. Specifically, while Exhibit B to the FAC combines the January 6, 2011 Letter of Agreement and the invoice, Plaintiff alleges only that "[a]t Ms. Roger's request, [Plaintiff] forwarded the invoice to ICANN on January 11, 2011." (FAC ¶ 18, emphasis added.) There is no allegation that the Letter of Agreement was likewise forwarded to ICANN. Even if Plaintiff alleges that ICANN was sent the Letter of Agreement, it still would not be sufficient to help the FAC withstand demurrer for the reasons explained herein.

none of these documents support the existence of a valid contract and Plaintiff's First and Second Causes of Action must be dismissed. (*Weddington Productions, Inc.*, *supra*, 60 Cal.App.4th at pp. 811-812; *see also* 1 Williston on Contracts (4th ed. 1990) § 4:18, p. 414 ["It is a necessary requirement that an agreement, in order to be binding, must be sufficiently definite to enable the courts to give it an exact meaning."]; Cal. Civ. Code, § 3390, subd. 5 [A contract is not specifically enforceable unless the terms are "sufficiently certain to make the precise act which is to be done clearly ascertainable."].)[9]

C. Plaintiff's Third Cause Of Action For Goods And Services Rendered Must Be Dismissed For The Same Reasons Plaintiff's Breach Of Contract Claims Fail.

Plaintiff's common count for goods and services rendered is premised on the same facts and seeks the same recovery demanded in Plaintiff's breach of contract claims. Case law is clear that where a common count is used as an alternative way of seeking the same recovery demanded in a specific cause of action, and is based on the same facts, the common count is demurrable if the cause of action is demurrable. (*Zumbrun v. Univ. of Southern Cal.* (1972) 25 Cal.App.3d 1, 14 ["'[I]f plaintiff is not entitled to recover under one count in a complaint wherein all the facts upon which his demand is based are specifically pleaded, it is proper to sustain a demurrer to a common count set forth in the complaint, the recovery under which is obviously based on the set of facts specifically pleaded in the other count.'"].) Thus, Plaintiff's common count for goods and services rendered must fall with its First and Second Causes of Action. Dismissal is appropriate for the same reasons articulated above in Sections II.A and II.B.

D. Plaintiff's Fourth Cause Of Action For Negligent Misrepresentation Fails Because Plaintiff Has Not Sufficiently Alleged "Justifiable Reliance."

ICANN demurred to Plaintiff's Fourth Cause of Action for negligent misrepresentation because Plaintiff failed to allege facts sufficient to establish justifiable reliance by Plaintiff on Ms. Roger's alleged representations that she was authorized to contract on ICANN's behalf. (Demurrer at pp. 8-9; *see also Apollo Capital Fund, LLC v. Roth Capital Partners, LLC* (2007)

[9] Plaintiff does not refute ICANN's contention on demurrer that a condition precedent to Ms. Roger's ability to execute any "contract" with Plaintiff was never satisfied. (Demurrer at p. 7, fn. 6.) Thus, there is no contract. Plaintiff's First and Second Causes of Action for breach of contract should be dismissed on this basis alone.

158 Cal.App.4th 226 ["justifiable reliance on the misrepresentation" is a required element of negligent misrepresentation].) In opposing ICANN's demurrer to Plaintiff's claim for negligent misrepresentation, Plaintiff relies on the same four "facts" proffered by Plaintiff to support a finding of ostensible agency, claiming that such facts also support a finding that Plaintiff was justified in relying on Ms. Roger's statements—albeit without citation to any supporting legal authority. (Opp. at pp. 2-4.)

For the reasons set forth above in Section II.A and in ICANN's demurrer (Demurrer at pp. 8-9), any statements made by the purported agent Ms. Roger to Plaintiff do not support a finding that Plaintiff could justifiably rely on Ms. Roger's alleged statements to establish that ICANN had any intention to retain Plaintiff. Again, ICANN did not do—and is not alleged to have done—anything to cause Plaintiff to believe that Ms. Roger was ICANN's agent. (*See Lindsay-Field*, *supra*, 36 Cal.App.4th at p. 1734 ["there must be evidence of conduct by the principal which causes a third party reasonably to believe the agent has authority"].) Nor could Plaintiff justifiably rely on ICANN's "silence" in response to Ms. Roger's December 8, 2010 email in order to demonstrate what ICANN intended. As noted, ICANN's "silence" in response to a single reference by Ms. Roger to "our event planner" without any further articulation as to the context, particularly where the email was not directed to ICANN, is not enough to warrant a finding that Plaintiff was justified in believing that Ms. Roger was authorized to contract on ICANN's behalf. (*See* FAC ¶ 11.) Plaintiff fails to cite any controlling case law supporting its contention that silence in the face of such a passing remark is sufficient to establish justifiable reliance.

Plaintiff's Fourth Cause of Action for negligent misrepresentation therefore fails as well.

III. CONCLUSION

For the foregoing reasons and because further amendment would be futile, ICANN respectfully moves this Court to dismiss the FAC in its entirety with prejudice. (*See, e.g.*, *Vaillette v. Fireman's Fund Insurance Co.* (1993) 18 Cal.App.4th 680, 685 [dismissal without leave to amend is appropriate when "in all probability, amendment would be futile"].)

Dated: May 24, 2012

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