

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

JOHN ZUCCARINI, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 NETWORK SOLUTIONS, LLC, a )  
 Delaware limited liability company; )  
 NAMEJET, LLC, a Delaware limited )  
 liability company; INTERNET )  
 CORPORATION FOR ASSIGNED )  
 NAMES AND NUMBERS, INC., a )  
 California non-profit corporation, )  
 )  
 Defendants. )

CASE NO. 11-14052-CIV-  
MARTINEZ/LYNCH

**DEFENDANT INTERNET CORPORATION FOR ASSIGNED NAMES AND  
NUMBERS’ SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN  
SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT**

Pursuant to Southern District of Florida Local Rule 56.1(a), Defendant Internet Corporation for Assigned Names and Numbers (“ICANN”) hereby submits its Statement of Undisputed Material Facts in support of its Motion for Summary Judgment.

Background on ICANN

1. ICANN is a not-for-profit public benefit corporation organized under the laws of the State of California. (Declaration of Akram J. Atallah In Support Of ICANN’s Motion To Dismiss, Dkt. # 19-1, ¶ 2) (“Atallah Decl.”).
2. ICANN’s principal place of business is in Marina del Rey, which is in Los Angeles County, California. (*Id.*).

3. ICANN does not engage in commercial business, but rather administers the Internet's domain name system on behalf of the Internet community, pursuant to a series of agreements with the United States Department of Commerce. (*Id.*).
4. ICANN maintains a series of agreements with generic TLD Internet registries (such as .com and .net) and registrars, and these agreements provide that the registries and registrars pay ICANN fees, some of which are based on a per-registration basis. ICANN collects these fees only from the registries or registrars, and not from the registrants. (*Id.* at ¶ 3).

#### Plaintiff's Allegations

5. Plaintiff alleges that he, beginning in 1998, registered a "certain number of domain names with the domain name registrar Network Solutions." (Am. Compl. at ¶ 28).
6. In 2007, to satisfy a judgment obtained against Plaintiff, the United States District Court for the Northern District of California appointed a receiver and ordered that Network Solutions transfer Plaintiff's domain name registrations to the appointed receiver, Michael Blacksborg. (*Id.* at ¶¶ 29-32).
7. Pursuant to the Court's order, Network Solutions transferred ninety domain name registrations from Plaintiff to Mr. Blacksborg. (*Id.* at ¶ 32).
8. In May of 2010, Mr. Blacksborg allegedly failed to renew the registration for 14 of the ninety domain names, which needed to be done on a yearly basis in order for Mr. Blacksborg to maintain his status as the registered domain name holder. (*Id.* at ¶ 35).
9. As a result of Mr. Blacksborg's alleged failure to renew the 14 domain names, the domain names proceeded to an automated Internet auction process, through a mutual agreement between Network Solutions and defendant NameJet. (*Id.* at ¶ 36).

10. Plaintiff alleges that the domain names proceeded to auction because of Mr. Blacksbury's non-renewal. Further, had Mr. Blacksbury followed certain post-auction processes (which it is alleged he did not), Blacksbury would have been entitled to up to 20 percent of the auctioned price, the proceeds of which would have gone toward the satisfaction of Plaintiff's debt. (*Id.* at ¶¶ 38, 40).
11. Plaintiff claims that, because the 14 domain name registrations were part of the court-ordered receivership estate, Network Solutions was negligent in failing to place a "hold" status on the 14 domain names and allowing those domain names to proceed to automatic auction. (*Id.* at ¶¶ 41-54).
12. Plaintiff further claims that NameJet, in auctioning the 14 domain names "without any regard to their legal status," was "concurrent[ly] negligen[t] in aiding the loss of the domain names from the receiver Blacksbury, and in detriment to Zuccarini and his creditors." (*Id.* at ¶ 55).
13. Plaintiff's only allegations with respect to ICANN relate to the Registrar Accreditation Agreement that ICANN maintains with Network Solutions. (*See id.*, ¶¶ 59-66).
14. Plaintiff is not a party to that agreement. (*Id.*, ¶ 64) (Plaintiff alleges that he is "a party who has not entered into any agreement with ICANN or Network Solutions.") (emphasis added).
15. Nonetheless, Plaintiff alleges that ICANN was negligent in "overseeing the actions of Network Solutions," *id.*, ¶ 62, and that ICANN was negligent in not requiring Network Solutions to "place on hold or lock status any domain name that is the subject of court proceedings." (*Id.*, ¶ 63).

ICANN's Lack of Connection to Florida

16. ICANN does not have any office or other company facilities in Florida. (Atallah Decl. at ¶ 4).
17. ICANN does not have any phone number or mailing address in Florida. (*Id.* at ¶ 5).
18. ICANN does not have any employee or staff member in Florida. (*Id.* at ¶ 6).
19. ICANN has not applied for any loan or opened any bank account in Florida. (*Id.* at ¶ 7).
20. ICANN has not owned any tangible personal property or real estate property or assets in Florida. (*Id.* at ¶ 8).
21. ICANN has not appointed any agent in Florida for service of process. (*Id.* at ¶ 9).
22. ICANN is not licensed to do business in Florida. (*Id.* at ¶ 10).
23. ICANN has never released any advertisement to the residents of Florida, nor has it released any advertisement in any magazine targeted at residents of Florida. (*Id.* at ¶ 11).
24. To the extent ICANN has witnesses who have knowledge of the facts alleged in the Amended Complaint, none of those witnesses are in Florida. (*Id.* at ¶ 12).
25. No contract exists between ICANN and Plaintiff John Zuccarini. (*Id.* at ¶ 13).
26. ICANN maintains a website that is located at <http://www.icann.org>. That website is operated from web servers physically located in El Segundo, California and Reston, Virginia. The website contains a wealth of information about ICANN, about the people who work for ICANN, and about the projects that ICANN has undertaken in connection with the Internet. The website also contains “links” to other information that is related to ICANN’s activities. (*Id.* at ¶ 14).

27. ICANN does not offer anything for sale on its website; in fact, ICANN does not sell anything. (*Id.*).

Dated: December 5, 2011

Respectfully submitted,

/s/ Maria Ruiz

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*Attorneys for Defendant Internet Corporation for Assigned Names and Numbers*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 5<sup>th</sup> day of December 2011, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to counsel of record, and mailed a copy of the foregoing to Plaintiff at the address listed below.

John Zuccarini  
190 SW Kanner Highway  
Stuart, FL 34997

/s/ Maria H. Ruiz  
Maria H. Ruiz