SUPREME COURT OF KENTUCKY
NO. 2009-SC-000043

COMMONWEALTH OF KENTUCKY
J. MICHAEL BROWN, SECRETARY, JUSTICE
AND PUBLIC SAFETY CABINET — APPELLANT

v.

INTERACTIVE MEDIA ENTERTAINMENT & GAMING
ASSOCIATION, INC., *et. al.* — APPELLEES

ON APPEAL FROM
COURT OF APPEALS
ORIGINAL ACTION NOS. 2008-CA-002000, 2008-CA-002019, and 2008-CA-002036

BRIEF OF *AMICUS CURIAE* NETWORK SOLUTIONS, LLC IN SUPPORT OF APPELLEES

Respectfully submitted,

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Certificate

The undersigned does hereby certify that copies of this brief were served upon the following named individuals by United States mail on April 17, 2009:

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Michael R. Mazzoli

THE AMICUS

Amicus curiae Network Solutions, LLC (Network Solutions) is one of the world's largest registrars of domain names. It is the registrar for more than 20 of the 141 domain names at issue in this proceeding. Network Solutions takes no position on the propriety of gaming, Internet-based or otherwise.

Network Solutions and its fellow registrars, who were neither named as parties, nor served with or subject to process, are the only persons or entities enjoined by the Franklin Circuit Court's initial order below. See September 18, 2008 Order, at ¶ 4 ("the Domain Names shall be immediately transferred by their respective registrars to an account of the Plaintiff . . ."). It appears that the Circuit Court ordered this relief against non-parties because it fundamentally misunderstood what a domain name is (and is not), and how the domain name system functions. As a result, the Circuit Court misapprehended and mischaracterized the nature of the services Network Solutions and other registrars provide to their customers. The Commonwealth, however, asks this Court to reinforce these basic misunderstandings by giving effect to orders that promise to overwhelmingly and negatively impact Internet users, Internet-based commerce, and the domain name industry (of which Network Solutions is a leader).

The same misunderstandings indefensibly disregard the basic freedom of contract. Because domain names have no existence separate from the service contracts between registrar and registrant, requiring the transfer of domain names to the Commonwealth necessarily would require Network Solutions and its fellow registrars to enter into contractual arrangements with the Commonwealth — whether they choose to or not. The Commonwealth's attempt to require non-parties to enter into contracts with the government, without due process is plainly unlawful and *ultra vires*. Network Solutions has a vital interest in protecting its right to contract with

only those persons and entities with whom it chooses to contract, and upon such terms as it elects. If the Commonwealth prevails, this Court effectively will condone the use of judicial power to require innocent bystanders – those not parties to litigation – to enter into contractual arrangements with the Commonwealth of Kentucky, solely because the Commonwealth desires such services. There is no authority known to Network Solutions which would justify such a broad and overreaching use of governmental power. This is conscription.

SUMMARY OF ARGUMENT

Network Solutions believes that the Appellees have adequately addressed many of the issues herein, especially with respect to the Franklin Circuit Court's lack of jurisdiction and the unconstitutional nature of its rulings. However, Network Solutions desires to address several additional issues that underpin the constitutional and other infirmities in the Circuit Court's orders.

First, the Circuit Court lacks jurisdiction and authority to order a non-party – like Network Solutions – to perform an act. Yet that is precisely what the Circuit Court did. It ordered the registrars (who are not parties; are not subject to the Court's jurisdiction; and are not alleged to have done anything unlawful) to transfer the subject domain name registrations to the Commonwealth of Kentucky. The Circuit Court had and has no authority to do so.

Second, ignoring the plain language of Kentucky statutes, the Circuit Court found that a domain name is a "gambling device." By definition, however, a domain name cannot be a gambling device. And in any event, a domain name is not property – it is a contractual right. That is why a domain name cannot be assigned from one party to another without the registrar's consent: the assignment is meaningless without a commitment by the registrar to perform regular and ongoing services for the assignee.

ARGUMENT

I. Lacking Jurisdiction Over the Registrars, the Circuit Court Had No Authority To Order Them To Transfer Domain Name Registrations To The Commonwealth.

The Circuit Court acted beyond its jurisdiction in the underlying case by ordering the registrars, including Network Solutions, to take affirmative actions. Specifically, the Circuit Court ordered that the "Domain Names shall be immediately transferred by their respective registrars to an account of the Plaintiff." No registrar was a party to the underlying action. Nonetheless, the Circuit Court entered what amounts to a mandatory injunction against registrars, requiring them to transfer domain name registrations to the Commonwealth.

Kentucky law unequivocally recognizes that "a person should not be bound by an injunction decree until she has had her day in court." *Lewis LP Gas, Inc. v. Lambert*, 113 S.W.3d 171 (Ky. 2003). In *Lewis LP Gas*, this Court reversed the Court of Appeals' denial of a writ of prohibition against a trial court. The trial court had granted an injunction against a non-party to the proceedings before it. This Court ruled that doing so flouted due process and that the trial court acted without jurisdiction. *Id.* at 176.

This case presents precisely the same situation. The domain name registrars, including Network Solutions, are the recipients of a mandatory injunction, requiring them to transfer domain name registrations to the Commonwealth. Yet the registrars were not parties to the proceedings, nor are they subject to the Circuit Court's jurisdiction. Accordingly, the Circuit Court lacked jurisdiction to enter the orders below, and in doing so plainly violated the due process rights of Network Solutions and other registrars.[1]

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[1] The Commonwealth does not even allege (because it cannot) that Network Solutions acted in active concert or participation with any of the registrants. The Commonwealth accordingly lacks any conceivable theory under which the Circuit Court could

Lewis LP Gas is dispositive of this issue. Yet in fifty pages, the Commonwealth entirely fails to address the Circuit Court's jurisdiction over Network Solutions and the other registrars. Instead, the Commonwealth repeatedly argues that jurisdiction exists over the "Domain Defendants" (*i.e.*, the domain names themselves), because of actions taken by their registrants outside the jurisdiction. According to the Commonwealth, the owners and operators of certain websites "purposefully availed themselves and their Domain Defendants of the privilege of doing business in Kentucky." *See* Brief at 35; *see also id.* at 30 ("owners and operators chose to use their Domain Defendants to operate illegal gambling enterprises . . . ."); *id.* at 35 ("owners of the Domain Defendants . . . should expect to adjudicate their rights to the Domain Defendants in Kentucky"); *id.* at 38 ("owners and operators chose to subject their Domain Defendants to the *in rem* jurisdiction of Kentucky's Courts").

The Commonwealth's argument fails on multiple levels:

- First, it does nothing to suggest any basis upon which the Circuit Court could enjoin Network Solutions and other registrars.

- Second, as even the Commonwealth recognizes, purposeful availment requires that the "actions of the defendant *himself* create a 'substantial connection' with the forum State." *See* Brief at 41 (quoting *CompuServe, Inc. v. Patterson*, 89 F.3d 1257, 1263 (6th Cir. 1996) (emphasis in original). Yet nowhere does the Commonwealth explain what actions the Domain Defendants (let alone Network Solutions or other non-party registrars) *themselves* took to subject themselves to the Circuit Court's jurisdiction. *See* Brief at 42 ("*owners and operators used* the Domain Defendants . . . ."); *id.* at 43 ("*owners and operators . . . purposely [sic] chose to use* the Domain Defendants . . . ."); *id.* at 44 ("*owners and operators . . . purposely [sic] availed themselves and their Domain Defendants* of the privilege of doing business in Kentucky . . . .") (all emphasis added). The requirement that defendant purposefully avail *himself* of the forum state's benefits prevents exactly the sort of jurisdiction-by-association the

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issue an injunction against Network Solutions. *Cf., e.g., SKS Merch, LLC v. Barry*, 233 F. Supp. 2d 841, 851 (E.D. Ky. 2002) (Federal Rules contemplate the issuance of injunction binding "only upon the parties to the action ... and upon those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise." (quoting Fed. R. Civ. P. 65(d)) (emphasis added).

> operation of which a person may become entitled to receive, as the result of the application of an element of chance, any money or property; or
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> (b) Any other machine or any mechanical or other device, including but not limited to roulette wheels, gambling tables and similar devices, designed and manufactured primarily for use in connection with gambling and which when operated may deliver, as the result of the application of an element of chance, any money or property, or by the operation of which a person may become entitled to receive, as the result of the application of an element of chance, any money or property; * * * * [3]

KRS 528.010(4) (emphasis added).

The Circuit Court construed this statute with enormous breadth, relying upon repealed statutes, and standing established rules of construction on their head to conclude that domain names – alphanumeric character strings – are "gambling devices."

KRS 528.010 is a criminal statute. "Penal statutes are not to be extended by construction, but must be limited to cases clearly within the language used." *Woods v. Commonwealth,* 793 S.W.2d 809, 814 (Ky. 1990). "[L]aws penal in nature are to be strictly construed." *Kentucky Registry of Election Finance v. Blevins*, 57 S.W.3d 289, 292 (Ky. 2001). "Criminal statutes are not cunningly and darkly framed to catch the unwary, and they are not extended for this purpose beyond the fair and natural meaning of the words used." *Hause v. Commonwealth*, 83 S.W.3d 1, 7 (Ky. App. 2002) (quoting *Commonwealth v. Adams Express Co.,* 123 Ky. 720, 97 S.W. 386, 387 (1906)). "In the construction of statutes, simple words must be given their ordinary meaning and cannot be given a strained interpretation for the purpose of

[3] To the extent this language is not clear on its face as to what constitutes a "gambling device, the Kentucky Crime Comm'n / Legis. Research Commentary (1974) provides: "The definition of 'gambling device' in subsection (4) limits the application of the term to mechanical items used only for the purpose of gambling such as slot machines and roulette wheels. Devices used to dispense tickets at licensed race tracks and certain pinball machines are expressly excepted from the definition." (Underscore added).

Commonwealth attempts to create here. *See Air Prods & Controls, Inc. v. Safetech Intern., Inc.*, 503 F.3d 544, 551 (6th Cir. 2007) ("This 'purposeful availment' requirement ensures that a defendant will not be haled into a jurisdiction solely as a result of 'random,' 'fortuitous' or 'attenuated' contacts or of the 'unilateral activity of another party or third person.'" (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475 (1985) (internal citations omitted)) (emphasis added)). By analogy, the Commonwealth's jurisdictional analysis would allow a court to order the phone company to assign an out-of-state car rental company's phone number to the Commonwealth whenever a rental driver violated Kentucky traffic laws, regardless of where he was driving at the time.

- Third, the Commonwealth mischaracterizes the domain names as somehow belonging to the owners and operators of certain websites (the registrants). As set forth in greater detail below, the registrants do not own the domain names at issue. No one does. Rather, the registrants pay their registrar(s) to provide a service – to associate a particular alphanumeric string of characters (which is the "domain name") with an IP address that corresponds to a specific computer or server somewhere else on the Internet. The domain name is a mere shibboleth in a services contract between registrar and registrant.[2]

II. A Domain Name Registration Is Neither A Gambling Device, Nor Is It Property That May Be Forfeited.

A. *A Domain Name Is Not A "Gambling Device."*

In the Circuit Court, the Commonwealth contended that the domain names in issue were "gambling devices." Gambling devices are defined as:

> (a) Any so-called slot machine or any other machine or mechanical device an essential part of which is a drum or reel with insignia thereon, and which when operated may deliver, as a result of the application of an element of chance, any money or property, or by the

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[2] The Commonwealth's purposeful availment argument thoroughly breaks down when it begins attributing actions to the "Domain Defendants." *See* Brief at 42 & n.21 ("a quite significant number of Domain Defendants have attempted to block access from Kentucky, demonstrating both that (1) those domains previously purposefully availed themselves of this forum and (2) that those domains that continue to accept wagers from Kentucky are consciously and defiantly conducting commerce here."). According to the Commonwealth, however, the "Domain Defendants" are inanimate pieces of property, incapable of their own action. *See* Brief at 22 ("The Domain Defendants are gambling devices subject to forfeiture . . . ."); *id.* ("these domain names are both property and 'devices' . . ."); *see also id.* at 14-16 ("Property cannot contest its own forfeiture."). Indeed, the thought of a domain name itself – whether viewed as property by the Commonwealth, or more aptly as a mere address – conducting business stains the imagination.

effecting a result not contemplated by the members of the assembly which framed the provisions under consideration." *Id.* (quoting *Inter-County Rural Elec. Coop. Corp. v. Reeves,* 171 S.W.2d 978, 981 (Ky. 1943)).

Application of the correct standard of construction unquestionably leads to the conclusion that a domain name is not a gambling device. A domain name has no "drum or wheel with insignia thereon," making KRS 528.010(4)(a) inapplicable. Subsection (b) is equally inapplicable. A domain name is not a machine or mechanical device. It cannot be "operated"—rather, when input by a user into the user's Internet browser, it merely allows the browser to find the ultimate computer from which a website may be displayed. Nor can it deliver money or property, or entitle a person to receive money or property. It is not manufactured. No remotely plausible interpretation of the statute can yield the result reached by the Circuit Court. A domain name is not a "gambling device" under any circumstances.

B. *A Domain Name Is Not Property That May Be Forfeited*

A priori, only property may be seized or forfeited. The Circuit Court relied upon California cases which are in the distinct minority to find that domain names are somehow property. However, the Circuit Court virtually ignored the overwhelming weight of authority holding that a domain name is not property.

For instance, in *Dorer v. Arel*, 60 F. Supp. 2d 558 (E.D. Va. 1999), the court found that "A domain name, unlike a patent, is essentially an address; it derives its value chiefly from its manner of use, typically as a tradename or trademark. In other words, a domain name, in most instances, is valueless apart from the content or goodwill to which it is attached . . . . Second, a domain name that is not a trademark arguably entails only contract, not property rights. Thus, a

domain name registration is the product of a contract for services between the registrar and registrant." *Id.* at 560, n.9.

Similarly, in *Network Solutions, Inc. v. Umbro Int'l, Inc.*, 529 S.E.2d 80 (Va. 2000), the Court held:

> Irrespective of how a domain name is classified, we agree with Umbro that a domain name registrant acquires the contractual right to use a unique domain name for a specified period of time. However, that contractual right is inextricably bound to the domain name services that NSI provides. In other words, whatever contractual rights the judgment debtor has in the domain names at issue in this appeal, those rights do not exist separate and apart from NSI's services that make the domain names operational Internet addresses. Therefore, we conclude that "a domain name registration is the product of a contract for services between the registrar and registrant." *Dorer*, 60 F. Supp. 2d at 561.
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> * * *
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> We are cognizant of the similarities between a telephone number and an Internet domain name and consider both to be products of contracts for services.[4]

Id. at 86-87 (emphasis added).

The logic of these cases was followed in *Zurakov v. Register.com*, Index No. 600703/01 (Sup. Ct. N.Y. 2001), where the court held:

> This court finds the courts' reasoning in *Dorer*, *supra*, and *Network*, *supra*, persuasive and holds that, in this case, the domain name "Laborzionist.org" is a product of Zurakov's service contract with Register. "Laborzionist.org" is not a registered patent or registered trademark. Accordingly, Zurakov has a contract right, not a property right, in the domain name

[4] In the Circuit Court, the Commonwealth misstated that in *Umbro*, Network Solutions conceded that a domain name is property. To the contrary, Network Solutions conceded only that the right to use a domain name can be a form of intangible property (like a trademark). 529 S.E.2d at 88. This is an important distinction.

> "Laborzionist.org" and his service agreement with Register exclusively governs his rights regarding his use of that domain name.

The treatment of domain names as contract – not property – rights, enjoys international approval. In *Easthaven, Ltd. v. Tucows Inc.*, Docket 00-CV-202854 (Ont. Can. Super. Ct. Aug. 15, 2001), the court stated "I am inclined to agree with Nutrisystem.com Inc. on this point. It does seem to me to be difficult to characterize a domain name as property."

A domain name does not come into existence until there is a registration agreement. It ceases to exist when the registration agreement terminates or otherwise so provides. It has none of the usual attributes of property — it is solely the product of the registration agreement. In the registrar's agreement to associate an alphanumeric character string with a particular IP address so as to allow others who utter the correct shibboleth to find a particular "location" on the Internet, a domain name is merely the shibboleth itself, owned by no one and used only to invoke the registrar's services for which the registrant has paid. It is no more a piece of property than any other collection of letters and numbers.

A domain name cannot be seized or forfeited. The Commonwealth attempts to argue around the greater weight of precedent by mischaracterizing the Anti-Cybersquatting Protection Act ("ACPA") as "recognizing domains as property subject to forfeiture." *See* Brief at 24-25 (citing 15 U.S.C. § 1125(d)(2)). This argument already was confronted and rejected in *Umbro*, *supra*, which found that:

> While it could be argued that this legislation supports the position that Internet domain names are intangible property since the amendment provides for an in rem proceeding, the language of the [ACPA] does not address the relationship between an operational Internet domain name and its attendant services provided by a registrar such as [Network Solutions, Inc.]

529 S.E.2d at 86 n.12. The ACPA does not define a "domain name" as property anywhere in the statute. *See* 15 U.S.C. § 1127 (providing definition). Rather, the statute "creates a *res* out of an

intangible bundle of rights." *Fleetboston Fin. Corp. v. Fleetbostonfinancial.com*, 138 F. Supp. 2d 121, 135 (D. Mass. 2001); *see also id.* at 134-35 (finding that a registrant purchases "a service (the registration of its domain name)" from the registrar). In short, treating an amalgam of contractual rights as a *res* for purposes of a single statute does not make it into property, subject to seizure and forfeiture — even for purposes of the narrow statute, let alone the rest of the world.[5]

Thus, the Circuit Court reached its determination that a domain name is property by relying upon a few outlying California authorities. It ignored the overwhelming weight of well-reasoned decisions, in which Courts have acknowledged that but for the existence of a contract -- the registration agreement between a registrar and a registrant -- a domain name does not exist. Accordingly, a domain name is nothing but a contract right. It is not property.

III. A Domain Name Registration Agreement Is Not Assignable And A Registrar May Not Be Required To Transfer The Registration.

Lastly, the Circuit Court ordered Network Solutions and other non-party registrars to transfer the domain name registrations into the name of the Commonwealth – effectively requiring that the registrars enter into contractual relations with the Commonwealth. The Court lacked any basis for doing so, as (a) a contract for personal services is not assignable, and (b) Network Solutions' domain name registration agreements are expressly not assignable.

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[5] The Commonwealth's reference to the ACPA only highlights the numerous jurisdictional deficiencies in the Commonwealth's lawsuit, as "[t]he plain meaning of § 1125(d)(2) suggests that an *in rem* action may be brought only in that judicial district in which the domain name registrar, domain name registry or other authority that registered or assigned the domain name is located." *Mattel, Inc. v. Barbie-Club.com*, 310 F.3d 293, 300 (2d Cir. 2002) (emphasis added). Network Solutions is not located in Kentucky, nor is any "domain name registry or other authority that registered or assigned the domain name" of which Network Solutions is aware.

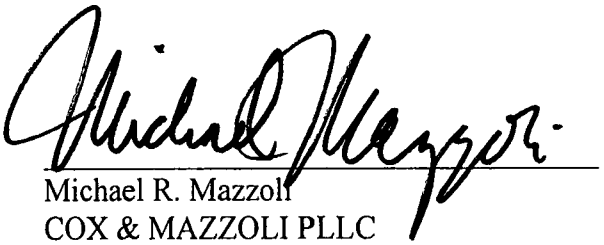
Domain name registration agreements are contracts for personal services. *See Network Solutions, Inc. v. Umbro Int'l, Inc.*, 529 S.E.2d at 86. Such agreements are not assignable. *See, e.g., Haag v. Reichart*, 142 Ky. 298, 301 (Ky. App. 1911). Even if a domain name registration agreement were not a contract for personal services, Network Solutions' domain name registration agreement provides, in pertinent part, that "Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable." http://www.networksolutions.com/legal/static-service-agreement.jsp.

Notwithstanding the non-assignability of Network Solutions' registration agreement, the Circuit Court's order purports to require Network Solutions and other registrars to transfer the registration from the current registrant to the Commonwealth. It is contractually impermissible and legally improper for the Court to force Network Solutions, a non-party to the litigation, to enter into contractual relations with the Commonwealth of Kentucky. Such an order violates both the law governing assignability and the express non-assignment clause in Network Solutions' registration agreements. This is judicial conscription, whereby the Circuit Court has taken it upon itself to require registrars, like Network Solutions, to do business with the Commonwealth. Network Solutions cannot, and should not, be forced to contract with any person or entity with whom it may choose not to contract. The Circuit Court's orders, however, ignore this fundamental principal. This Court should not condone such a plainly incorrect ruling.

CONCLUSION

The Circuit Court's Orders purporting to seize the domain names were, quite simply, outside of the Court's jurisdiction and were incorrect. The Court of Appeals recognized this, and correctly issued a writ of prohibition against the Circuit Court. *Amicus* strongly urges that this

Court affirm the Court of Appeals' decision, and reject the Commonwealth's attempt to arrogate rights in the service agreements of non-parties to the litigation below.



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