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11 **ZA Central Registry, NPC**

12 **UNITED STATES DISTRICT COURT**

13 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

14 DOTCONNECTAFRICA TRUST, a
15 Mauritius Charitable Trust,

16 Plaintiff,

17 v.

18 INTERNET CORPORATION FOR
19 ASSIGNED NAMES AND
20 NUMBERS; a California corporation;
21 ZA Central Registry, a South African
22 non-profit company; DOES 1 through
23 50, inclusive,

24 Defendants.

CASE NO. 2:16-cv-00862 RGK (JCx)

*Assigned for all purposes to the
Honorable R. Gary Klausner*

**ZACR’S NOTICE OF MOTION
AND MOTION TO DISMISS FOR
FAILURE TO STATE A CLAIM**

[Memorandum of Points and
Authorities; Declaration of David W.
Kesselman; Request for Judicial Notice;
and [Proposed] Order Filed
Concurrently]

Date: May 31, 2016

Time: 9:00 a.m.

Location: Courtroom 850

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on May 31, 2016, at 9:00 a.m., or as soon
3 thereafter as the matter may be heard in the courtroom of the Honorable R. Gary
4 Klausner, Courtroom 850, United States District Court for the Central District of
5 California, 255 East Temple Street, Los Angeles, California, Defendant ZA
6 Central Registry, NPC (“ZACR”) will and hereby does move to dismiss each and
7 every claim brought by Plaintiff DOTCONNECTAFRICA TRUST (“DCA”)
8 against ZACR. ZACR files this motion to dismiss DCA’s First Amended
9 Complaint pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

10 ZACR brings this motion on the grounds that each of DCA’s claims fails to
11 meet the pleading requirements mandated by *Bell Atlantic Corp. v. Twombly*, 550
12 U.S. 544 (2007) and its progeny, and/or DCA’s claims are substantively deficient
13 as pled:

- 14 • Fraud. DCA fails to plead even the basic elements of fraud, and
15 further fails to meet the standard under Rule 9(b) for pleading fraud with
16 particularity.
 - 17 • UCL. DCA’s claim under Cal. Bus. & Prof. Code §17200 fails
18 because it is based on nothing more than vague and conclusory allegations, fails to
19 allege facts demonstrating an unlawful, unfair or fraudulent business practice, and
20 DCA has no entitlement to restitution against ZACR.
 - 21 • Intentional Interference with Contract. DCA’s claim for intentional
22 interference with contract should be dismissed because it has not alleged that
23 ZACR’s acts proximately caused DCA’s damages; the alleged contract at issue
24 gives ICANN full discretion in approving an application for a new gTLD.
 - 25 • Declaratory Relief. DCA lacks standing to bring its declaratory relief
26 claim because DCA is not a party to either of the agreements it challenges.
- 27
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1 Pursuant to Local Rule 7-3, counsel for ZACR met and conferred with
2 counsel for DCA to discuss the grounds for this Motion to Dismiss. The parties
3 were unable to reach agreement, thereby necessitating the filing of this Motion.
4 Declaration of David W. Kesselman, ¶2.

5 This Motion is based upon the Notice of Motion and Motion, the
6 accompanying Memorandum of Points and Authorities, the Declaration of
7 David W. Kesselman, the Request for Judicial Notice, the First Amended
8 Complaint, the pleadings and documents on file in this action, and any further
9 evidence and argument that may be presented at the time of the hearing.

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DATED: April 26, 2016

Respectfully submitted,
KESSELMAN BRANTLY STOCKINGER LLP

By: /s/ David W. Kesselman
David W. Kesselman
Amy T. Brantly
Attorneys for Defendant ZA Central
Registry, NPC