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VERISIGN, INC.  
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES

11 REGISTERSITE.COM, an Assumed Name of  
ABR PRODUCTS INC., a New York  
12 Corporation; NAME.COM, LLC, a Wyoming  
Limited Liability Company; R. LEE  
13 CHAMBERS COMPANY LLC, a Tennessee  
Limited Liability Company *d/b/a*  
14 DOMAINSTOBESEEN.COM; FIDUCIA LLC,  
a Nevada Limited Liability Company; SPOT  
15 DOMAIN, LLC, a Wyoming Limited Liability  
Company; !\$6.25 DOMAINS NETWORK, INC.,  
16 a Delaware Corporation *d/b/a* ESITE  
Corporation; AUSREGISTRY GROUP PTY  
17 LTD., an Australian Proprietary Limited  
Company; ! \$ ! BID IT WIN IT, INC., a  
18 Minnesota Corporation,

19 Plaintiffs,

20 v.

21 INTERNET CORPORATION FOR ASSIGNED  
NAMES AND NUMBERS, a California  
22 Corporation; VERISIGN, INC., a Delaware  
Corporation; NETWORK SOLUTIONS, LLC,  
23 a Limited Liability Company of unknown origin;  
NETWORK SOLUTIONS, INC., a Delaware  
24 Corporation; ENOM, INCORPORATED, a  
Nevada Corporation; ENOM, INC., a Washington  
25 Corporation; and DOES 1-10, inclusive;

26 Defendants.  
27  
28

Case No. SC 082479

**DECLARATION OF BARBARA  
KNIGHT IN SUPPORT OF  
DEFENDANT VERISIGN, INC.'S  
MOTION TO DISMISS OR, IN THE  
ALTERNATIVE, TO STAY THE  
FIRST, FIFTH, SIXTH, SEVENTH,  
AND EIGHTH CAUSES OF ACTION  
ON THE BASIS OF FORUM NON  
CONVENIENS**

Date: November 16, 2004  
Time: 8:30 a.m.  
Department: F  
Judge: Hon. Gerald Rosenberg

Action Filed: August 4, 2004

1 I, Barbara Knight, declare and state:

2  
3 1. I have personal knowledge of the facts stated in this Declaration, and, if  
4 called and sworn as a witness, I could and would testify competently thereto.

5 2. I am currently a Compliance Officer for the VeriSign ComNet Registry of  
6 VeriSign, Inc. ("VeriSign"). I work out of VeriSign's offices in Dulles, Virginia.

7 3. Based on my responsibilities as a Compliance Officer for VeriSign, I am  
8 familiar with VeriSign's operation of the registry for the .com and .net top level  
9 domains. I am also familiar with VeriSign's agreements with registrars of second  
10 level domain names within the .com and .net top level domains. As a normal part of  
11 my duties and responsibilities for VeriSign, I have access to those agreements and to  
12 VeriSign's related business records and am generally familiar with them.

13 4. VeriSign enters into a written agreement with each registrar that seeks to  
14 register second level domain names within the .com and .net top level domains. This  
15 agreement is known as the "Registry-Registrar Agreement" and its terms are  
16 essentially the same for all registrars. The only parties to the Registry-Registrar  
17 Agreement are the registrar and VeriSign, as the operator of the registry for the .com  
18 and .net top level domains.

19 5. The .com and .net registries are located in, and operated by VeriSign from,  
20 its offices in Dulles, Virginia. Commands by registrars, for example, to register,  
21 renew, and delete second level domain names in the .com and .net top level domains  
22 are received electronically by VeriSign in Dulles, Virginia, and are automatically  
23 effectuated in the .com and .net registries located there.

24 6. I have reviewed Exhibit A to the Complaint in this action, which Plaintiffs  
25 allege is the form of Registry-Registrar Agreement between each of them and  
26 VeriSign. VeriSign has entered into the same, or essentially the same, .com and .net  
27 Registry-Registrar Agreement with approximately 238 registrars. These registrars are  
28 located both across the United States and in countries around the world. A listing of

1 all ICANN-accredited registrars appears on ICANN's public website at the address  
2 "www.icann.org/registrars/accredited-list.html." VeriSign has entered into a  
3 Registry-Registrar Agreement with nearly all of these registrars, including with each  
4 of the Plaintiffs. VeriSign could not possibly appear in each state and numerous  
5 countries throughout the world to defend itself on every claim that could conceivably  
6 be brought by a registrar relating to the Registry-Registry Agreement. That is one  
7 reason for, and purpose behind, the forum selection clause contained in the  
8 Agreement.

9 7. Moreover, the parties to the Registry-Registrar Agreement, including both  
10 registrars and VeriSign, have a strong interest in maximizing certainty and uniformity  
11 with respect to interpretation and enforcement of the Agreement. In that way, they  
12 can be assured that the uniform provisions of the Agreement are applied uniformly,  
13 regardless of which particular registrar may be involved and regardless of where that  
14 registrar may happen to be located.

15 8. To that end, the Registry-Registrar Agreement contains a forum selection  
16 clause in paragraph 6.7. That clause specifies that any legal action relating to the  
17 Agreement, or to the enforcement of any of its provisions, will be commenced in a  
18 state or federal court in the Eastern District of Virginia. The choice of law provision  
19 in the Agreement also specifies that the Agreement will be construed and governed in  
20 accordance with the internal laws of the State of Virginia.

21 I declare under penalty of perjury, under the laws of the State of California,  
22 that the foregoing is true and correct. Executed on September 21, 2004 in Dulles,  
23 Virginia.

24  
25   
26 BARBARA KNIGHT

27 #332496