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8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11
12 REGISTERSITE.COM, an Assumed
Name of ABR PRODUCTS INC., a
13 New York Corporation, et al.,

14 Plaintiffs,

15 v.

16 INTERNET CORPORATION FOR
ASSIGNED NAMES AND
17 NUMBERS, a California corporation;
VERISIGN, INC., a Delaware
18 Corporation; NETWORK
SOLUTIONS, INC., a Delaware
19 Corporation; ENOM, INC., a
Washington Corporation; ENOM
20 FOREIGN HOLDINGS
CORPORATION, a Washington
21 Corporation; and DOES 1-10,
inclusive,

22 Defendants.
23

Case No. CV 04-1368 ABC (CWx)

**DECLARATION OF BARBARA
KNIGHT IN SUPPORT OF
MOTION BY DEFENDANT
VERISIGN, INC. TO DISMISS
PLAINTIFFS' ELEVENTH
CLAIM FOR RELIEF FOR
IMPROPER VENUE**

[Fed. R. Civ. P. 12(b)(3)]

Date: July 12, 2004
Time: 10:00 a.m.
Courtroom: Room 680 – Roybal Bldg.
Judge: Hon. Audrey B. Collins

[Notice of Motion and Motion and
Memorandum of Points and
Authorities filed concurrently
herewith]

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 currently am a project manager for VeriSign, Inc. ("VeriSign"). Until
6 recently, I was a Compliance Officer for the VeriSign ComNet Registry. I work out
7 of VeriSign's offices in Dulles, Virginia.

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

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

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

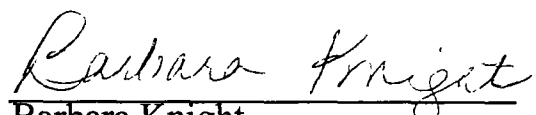
25 6. I have reviewed Exhibit A to the First Amended Complaint in this action,
26 which Plaintiffs allege is the form Registry-Registrar Agreement between each of
27 them and VeriSign. VeriSign has entered into the same, or essentially the same, .com
28 and .net Registry-Registrar Agreement with approximately 175 registrars. These

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

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

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

22
23 I declare under penalty of perjury, under the laws of the United States of America,
24 that the foregoing is true and correct. Executed on May 27, 2004 in Dulles,
25 Virginia.

26
27 
28 Barbara Knight