

1 ARNOLD & PORTER LLP
RONALD L. JOHNSTON (State Bar No. 057418)
2 LAURENCE J. HUTT (State Bar No. 066269)
SUZANNE V. WILSON (State Bar No. 152399)
3 JAMES S. BLACKBURN (State Bar No. 169134)
777 South Figueroa Street, 44th Floor
4 Los Angeles, California 90017-5844
Telephone: (213) 243-4000
5 Facsimile: (213) 243-4199

6 Attorneys for Defendant
VERISIGN, INC.
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES

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

18 Plaintiffs,)

19 v.)

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

25 Defendants.)
26
27
28

Case No. SC 082479

**DEMURRERS OF DEFENDANT
VERISIGN, INC. TO COMPLAINT**

Date: November 16, 2004

Time: 8:30 a.m.

Department: F

Judge: Hon. Gerald Rosenberg

Action Filed: August 4, 2004

1 Pursuant to California Code of Civil Procedure section 430.10(e), defendant VERISIGN, INC.
2 (“VeriSign”) hereby generally demurs to the Complaint, and to each of the purported First, Fifth,
3 Sixth, Seventh, and Eighth Causes of Action in the Complaint (those being the only purported causes
4 of action in the Complaint asserted against VeriSign), as follows:
5

6 1. The purported First Cause of Action in the Complaint fails to state facts sufficient to
7 constitute a cause of action against VeriSign, *inter alia*, in that it does not, and cannot, properly plead
8 that WLS involves two or more persons competing for the same item or “prize,” as would be required
9 for an illegal “lottery.”
10

11 2. The purported First Cause of Action in the Complaint fails to state facts sufficient to
12 constitute a cause of action against VeriSign, *inter alia*, in that it does not, and cannot, properly plead
13 that WLS involves the distribution of items or “prizes” by random chance, as would be required for an
14 illegal “lottery.”
15

16 3. The purported Fifth Cause of Action in the Complaint fails to state facts sufficient to
17 constitute a cause of action against VeriSign, *inter alia*, in that it does not, and cannot, properly plead
18 that reasonable WLS subscribers are likely to be deceived by any alleged failure to advise them to
19 check the publicly available “expiration dates” of domain names, as would be required for an alleged
20 violation of California Business & Professions Code section 17200.
21

22 4. The purported Sixth Cause of Action in the Complaint fails to state facts sufficient to
23 constitute a cause of action against VeriSign, *inter alia*, in that it does not, and cannot, properly plead
24 that reasonable domain name registrants are likely to be deceived by alleged advertisements marketing
25 WLS as “protection,” as would be required for an alleged violation of California Business &
26 Professions Code section 17200.
27
28

1 5. The purported Sixth Cause of Action in the Complaint fails to state facts sufficient to
2 constitute a cause of action against VeriSign, *inter alia*, in that it does not, and cannot, properly plead
3 that the alleged advertisements marketing WLS as “protection” are in any way untrue, as would be
4 required for an alleged violation of California Business & Professions Code section 17200.
5

6 6. The purported Sixth Cause of Action in the Complaint fails to state facts sufficient to
7 constitute a cause of action against VeriSign, *inter alia*, in that it does not, and cannot, properly plead
8 that *VeriSign* is engaged in a business practice of marketing WLS as “protection,” as would be
9 required for an alleged violation of California Business & Professions Code section 17200.
10

11 7. The purported Seventh Cause of Action in the Complaint fails to state facts sufficient to
12 constitute a cause of action against VeriSign, *inter alia*, in that it does not, and cannot, properly plead
13 an unfair business practice, as would be required for an alleged violation of California Business &
14 Professions Code section 17200, merely because WLS subscriptions allegedly provide no
15 consideration to subscribers.
16

17 8. The purported Seventh Cause of Action in the Complaint fails to state facts sufficient to
18 constitute a cause of action against VeriSign, *inter alia*, in that it does not, and cannot, properly plead
19 that WLS subscriptions lack contractual consideration and, therefore, that offering them would
20 constitute an unfair business practice, as would be required for an alleged violation of California
21 Business & Professions Code section 17200.
22

23 9. The purported Seventh Cause of Action in the Complaint fails to state facts sufficient to
24 constitute a cause of action against VeriSign, *inter alia*, in that it does not, and cannot, properly plead
25 that WLS would restrain competition in the market for domain name registration services and,
26 therefore, that offering WLS is an unfair business practice, as would be required for an alleged
27 violation of California Business & Professions Code section 17200.
28


1 10. The purported Eighth Cause of Action in the Complaint fails to state facts sufficient to
2 constitute a cause of action against VeriSign, *inter alia*, in that it does not, and cannot, properly plead
3 that VeriSign's offering of WLS would breach any provision of the Registry-Registrar Agreement.
4

5 WHEREFORE, VeriSign prays:

- 6 1. That these demurrers be sustained without leave to amend;
7 2. For its costs of suit incurred herein; and
8 3. For such other and further relief as this Court may deem just and proper.
9

10 DATED: October 4, 2004.

ARNOLD & PORTER LLP
RONALD L. JOHNSTON
LAURENCE J. HUTT
SUZANNE V. WILSON
JAMES S. BLACKBURN

14
15 By: 
16 LAURENCE J. HUTT
 Attorneys for Defendant VeriSign, Inc.

17 #332515v2