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10 INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13
14 VERISIGN, INC., a Delaware
15 corporation,

16 Plaintiff,

17 v.

18 INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS, a
19 California corporation; DOES 1-50,

20 Defendants.

Case No. CV-1292 04 AHM (CTx)

**SUPPLEMENTAL
DECLARATION OF JOHN O.
JEFFREY IN SUPPORT OF
DEFENDANT INTERNET
CORPORATION FOR
ASSIGNED NAMES AND
NUMBERS' REPLY ON
SPECIAL MOTION TO
STRIKE VERISIGN'S
SECOND, THIRD, FOURTH,
FIFTH, AND SIXTH CLAIMS
AS STRATEGIC LAWSUITS
AGAINST PUBLIC
PARTICIPATION (C.C.P.
§ 425.16)**

Date: May 17, 2004

Time: 10:00 a.m.

Courtroom of the
Honorable A. Howard Matz

1 I, John O. Jeffrey, declare:

2 1. I am an attorney admitted to the State Bar of California, and I am
3 General Counsel and Secretary of Defendant Internet Corporation for Assigned
4 Names and Numbers ("ICANN"). I have personal knowledge of the matters set
5 forth herein and am competent to testify to those matters. I make this supplemental
6 declaration in support of ICANN's Reply Memorandum in Support of Special
7 Motion to Strike VeriSign's Second, Third, Fourth, Fifth, and Sixth Claims as
8 Strategic Lawsuits Against Public Participation (C.C.P. § 425.16).

9 2. As I explained in my previous declaration, the United States
10 Department of Commerce ("DOC") entered into a Memorandum of Understanding
11 ("MOU") with ICANN, granting ICANN responsibility for, among other things, the
12 technical management of the Domain Name System. The DOC has a continuing
13 interest in ensuring proper operation of the .com registry, as the MOU already
14 submitted to the Court shows, as do Amendments 1 and 3 (copies of which are
15 attached hereto as Exhibits 1 and 2), and Amendments 19 and 24 to the NSI-DOC
16 Cooperative Agreement (copies of which are attached hereto as Exhibits 3 and 4).
17 In fact, the DOC has issued several press releases just on the subject of the ICANN-
18 VeriSign registry agreement. Copies of those press releases are attached hereto as
19 Exhibits 5-8 ("Commerce Ensures Competitiveness and Stability are Protected in
20 New ICANN-VeriSign Agreement," May 18, 2001; "Statement by Department of
21 Commerce General Counsel Ted Kassinger Regarding the Proposed VeriSign-
22 ICANN Agreement," May 14, 2001; "U.S. Secretary of Commerce William M.
23 Daley Announces Agreements on Domain Name Management," September 28,
24 1999; and "Remarks by U.S. Secretary of Commerce William M. Daley -- Domain
25 Name Press Conference," September 28, 1999).

26 3. Moreover, there has been much publicity regarding VeriSign's
27 unannounced insertion of the wildcard into the .com zone. Examples of only a few
28 of the articles regarding Site Finder are attached hereto as Exhibits 9-11 (The New

1 York Times, October 3, 2003, "VeriSign Agrees to Suspend Disputed Site Finder
2 Service;" BizReport, October 6, 2003, "ICANN Stands Tall;" and MSNBC.com,
3 October 3, 2003, "VeriSign Calls Halt To .com Detours").

4 4. As for VeriSign's contention that ICANN was not seriously and in
5 good faith contemplating filing suit against VeriSign, that claim is incorrect. I am
6 familiar with the case of *Aronson v. Kinsella*, 58 Cal. App. 4th 254 (1997), and
7 understand the discovery ruling in that case. I, among others at ICANN, consulted
8 with outside counsel after VeriSign launched the wildcard into the .com zone on
9 September 15, 2003. After informing me that ICANN had a valid claim for breach
10 of contract (among others) against VeriSign for launching the wildcard without an
11 amendment to the Registry Agreement, counsel assisted me and Paul Twomey in
12 drafting ICANN's response to the launch of the wildcard, which resulted in the
13 October 3 letter. My acknowledgement of these activities in support of ICANN's
14 Special Motion to Strike does not constitute a waiver of the attorney-client, or any
15 other, privilege.

16 5. VeriSign asserts in its Opposition to ICANN's Special Motion to Strike
17 that it has not used ICANN's Reconsideration process because ICANN did not have
18 one. However, in connection with VeriSign's proposed WLS service, VeriSign
19 used ICANN's Reconsideration process. In fact, VeriSign requested, and received,
20 a modification to ICANN's initial decision through that appeal mechanism. A copy
21 of VeriSign's request for reconsideration (Reconsideration Request 02-6) and

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1 ICANN's response (excerpt from Minutes of Special Meeting of ICANN's Board,
2 2 June 2003) are attached hereto as Exhibits 12 and 13.

3 I declare under penalty of perjury that the foregoing is true and correct. This
4 declaration was signed on May 10, 2004, at Marina del Rey, California.

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John O. Jeffrey

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