

1 ROBERT A. NAEVE (CA SBN 106095)  
 RNaeve@mofo.com  
 2 MORRISON & FOERSTER LLP  
 1990 MacArthur Blvd.  
 3 Irvine, California 92612-2445  
 Telephone: (949) 251-7500  
 4 Facsimile: (949) 251-0900

5 DAVID F. MCDOWELL (CA SBN 125806)  
 SARVENAZ BAHAR (CA SBN 171556)  
 6 MICHAEL J. BOSTROM (CA SBN 211778)  
 DMcDowell@mofo.com  
 7 SBahar@mofo.com  
 MBostrom@mofo.com  
 8 MORRISON & FOERSTER LLP  
 555 West Fifth Street, Suite 3500  
 9 Los Angeles, California 90013-1024  
 Telephone: (213) 892-5200  
 10 Facsimile: (213) 892-5454

11 STUART C. PLUNKETT (CA SBN 187971)  
 SPlunkett@mofo.com  
 12 MORRISON & FOERSTER LLP  
 425 Market Street  
 13 San Francisco, CA 94105-2482  
 Telephone: (415) 268-7000  
 14 Facsimile: (415) 268-7522

15 Attorneys for Defendant  
 16 TARGET CORPORATION

17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA  
 19 SAN FRANCISCO DIVISION

21 NATIONAL FEDERATION OF THE BLIND,  
 the NATIONAL FEDERATION OF THE  
 22 BLIND OF CALIFORNIA, on behalf of their  
 members, and Bruce F. Sexton, on behalf of  
 23 himself and all others similarly situated,

24 Plaintiffs,

25 v.

26 TARGET CORPORATION,  
 27 Defendant.

Case No. C06-01802 MHP

**DECLARATION OF GREGG  
 BODNAR IN SUPPORT OF TARGET  
 CORPORATION'S OPPOSITION TO  
 PLAINTIFFS' MOTION FOR  
 PRELIMINARY INJUNCTION**

Date: July 24, 2006  
 Time: 2:00 p.m.  
 Judge: The Honorable Marilyn Hall Patel

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**DECLARATION OF GREGG BODNAR**

1  
2 I, Gregg Bodnar, have personal knowledge of the facts set forth below, and if called as a  
3 witness, I could and would testify under oath to the following:

4 1. I am a Manager in Target Corporation's Technology Services department. I  
5 manage five employees and a number of contractors who work on technology projects for  
6 Target.com.

7 2. Target.com is a separate merchandising channel through which Target Corporation  
8 sells goods and services through a website located at www.target.com.

9 3. Target.com's website is an amalgam of different webpages that provide, among  
10 other things, information about Target.com's products and services, and the opportunity for  
11 guests to purchase merchandise on-line without visiting any of Target Corporation's brick and  
12 mortar retail stores ("Target's retail stores").

13 4. Although the various webpages linked through www.target.com have the same  
14 Target look and feel (*i.e.*, they have similar layouts, use similar color schemes and fonts, and  
15 display Target's tradename and Trade marks), they are separate and distinct webpages. In fact,  
16 the webpages linked through www.target.com are administered and hosted by numerous different  
17 entities. Some webpages, such as the store locator webpage and corporate information webpages,  
18 are hosted on Target Corporation's servers in Minnesota. Other pages are administered by third-  
19 party contractors, and are hosted on those contractors' servers. For example, Target.com's e-  
20 commerce platform, which includes the product detail webpages, as well as the merchandise  
21 checkout webpages, is administered by Amazon.com and hosted on Amazon.com's servers.

22 5. Internet users from all around the United States, not just California, can and do  
23 visit Target.com's website to view Target.com's merchandise and make purchases. Target.com  
24 does not have a separate website exclusively for California residents. Thus, if this Court were to  
25 order Target.com to alter or modify one or more of the webpages on its website (or to order  
26 Target.com to request that its third-party contractors alter or modify the webpages they administer  
27 on Target.com's behalf), those alterations and  
28

1 modifications would affect transactions between Target.com and Internet users throughout the  
2 country, not just transactions between Target.com and Internet users who reside in California.

3 I declare under penalty of perjury under the laws of the United States that the foregoing is  
4 true and correct.

5 Executed on June 12, 2006, at Minneapolis, Minnesota.

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Gregg Bodnar