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# Ex. 3

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

PETROLIAM NASIONAL BERHAD  
(PETRONAS),

Plaintiff,

CASE NO. 09-CV-5939PJH

vs.

GODADDY.COM, INC.,

Defendant.

\_\_\_\_\_ /

::: CONFIDENTIAL :::

30(b)(6) DEPOSITION OF LAURIE ANDERSON

DATE: Wednesday, October 12, 2011

TIME: 8:54 a.m.

LOCATION: BALLARD SPAHR, LLP  
1 East Washington Street, Suite 2300  
Phoenix, Arizona 85004

REPORTED BY: JANICE HARRINGTON, RPR, CRR, CLR  
AZ Certified Court Reporter No. 50844  
Registered Professional Reporter  
Certified Realtime Reporter  
Certified LiveNote Reporter

MBreporting

111 Deerwood Road, Suite 200

San Ramon, California 94583

::: APPEARANCES :::

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FOR PETROLIAM NASIONAL BERHAD (PETRONAS) PLAINTIFF:

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1                                   Laurie Anderson,  
2 being duly sworn by the Certified Shorthand Reporter  
3 to tell the truth, the whole truth, and nothing but  
4 the truth, testified as follows:

5                                   EXAMINATION BY MR. CLARK

6                   Q.    All right. Good morning. My name is  
7 Perry Clark. I'm a lawyer. I represent the  
8 plaintiff in this case, Petroliam Nasional Berhad  
9 also known as Petronas, and I think counsel probably  
10 wants to make an appearance as well.

11                   MR. LANSKY: Yeah, this is David Lansky  
12 of Wilson Sonsini Goodrich & Rosati on behalf of the  
13 deponent.

14 BY MR. CLARK:

15                   Q.    Now, do you understand that the oath you  
16 took today, that means that the testimony you're  
17 giving today is under penalty of perjury the same as  
18 it would be in a court of law?

19                   A.    Yes.

20                   Q.    And can I ask that if you don't  
21 understand any of my questions or need clarification  
22 of anything I'm asking, that you ask me to clarify  
23 the question?

24                   A.    Yes.

25                   MR. CLARK: Okay, great. All right. I'd

1 like to have the court reporter mark as Exhibit  
2 number 1 the 30(b)(6) deposition notice that we  
3 served in this case.

4 (DEPOSITION EXHIBIT 1 WAS MARKED.)

5 BY MR. CLARK:

6 Q. So I'm handing the witness what's been  
7 marked as deposition Exhibit Anderson 1, and have you  
8 seen this document before?

9 A. I have.

10 Q. And so I'd like to begin by taking your  
11 deposition as a Rule 30(b)(6) deponent, and we'll  
12 have this part of the transcript marked as the  
13 30(b)(6) deposition.

14 Now, you have been designated to testify  
15 on a number of topics in this notice. Do you  
16 understand that?

17 A. Yes.

18 Q. Okay. And if you could turn to page 8 of  
19 the deposition notice, you'll see there there's  
20 number 5 -- topic number 5.

21 A. Okay.

22 Q. And do you understand that you've been  
23 designated to testify on that topic which is the  
24 domain name forwarding service to which Go Daddy  
25 refers in paragraph 29 of its amended answer, June

1 20, 2011, including when Go Daddy began to provide  
2 that service to any customer?

3 A. Yes.

4 Q. Okay. Now, when did Go Daddy first  
5 provide domain name forwarding services to any  
6 customer?

7 A. I believe it was April of 2001.

8 Q. Okay. And when did Go Daddy first begin  
9 providing domain name registration for customers?

10 A. I think it was November of 2000.

11 Q. Go Daddy was able to provide domain name  
12 registrations without providing domain name  
13 forwarding services from November 2000 to April 2001?

14 A. I didn't work there at that time so I  
15 really can't say.

16 Q. Okay. Can you describe -- actually,  
17 referring back to topic number 5, the domain name  
18 forwarding service to which Go Daddy refers in  
19 paragraph 29 of its amended answer, is that the  
20 domain name forwarding service it provided for the  
21 registrant of the domain names Petronas Tower and  
22 petronastowers.net?

23 A. Yes.

24 Q. Can you describe that domain name  
25 forwarding service for me?

1           A.    Domain name forwarding directs a domain  
2 name to a specific URL.  It's a type of routing.

3           Q.    Are ICANN accredited registrars required  
4 to provide domain name forwarding to their registrant  
5 customers?

6           A.    I don't know.

7           Q.    Are ICANN accredited registrars required  
8 to provide any sort of routing services to their  
9 registrant customers?

10          A.    I don't know whether that's required or  
11 not.

12          Q.    Do you know if Go Daddy was an ICANN  
13 accredited registrar between November 2000 and April  
14 2001?

15          A.    I believe they became a registrar -- an  
16 ICANN accredited registrar in November of 2000.

17          Q.    So ICANN stands for the Internet  
18 Corporation for Assigned Names and Numbers; is that  
19 correct?

20          A.    Correct.

21          Q.    Okay.  Does ICANN require accredited  
22 registrars like Go Daddy to provide the function of  
23 routing Internet traffic to websites of registrant's  
24 choices?

25          A.    I don't know whether they require it, but

1 Q. So these would include instructions for  
2 Go Daddy customers as to how to use Go Daddy's  
3 services?

4 A. Yes.

5 Q. Could you please turn to the page marked  
6 with Bates number GD-002453. Now, could you read the  
7 second full paragraph on that page, please?

8 A. "If you registered your domain name with  
9 another provider, you can still purchase a hosting  
10 account with us. These are off-site DNS services or  
11 use our CashParking or Quick Content services. If  
12 you do any of those, you must view your nameservers  
13 and your account with us and then set the nameservers  
14 with your domain name registrar."

15 Q. So can a customer of Go Daddy's who's  
16 registered their domain name with another provider  
17 purchase a hosting account and use Go Daddy's  
18 off-site DNS services?

19 A. I believe so.

20 Q. Could -- and if a customer who registered  
21 -- if a Go Daddy customer who registered their domain  
22 name with another provider and had purchased a  
23 hosting account with Go Daddy and used Go Daddy's  
24 off-site DNS services, would that customer have to  
25 use Go Daddy's nameservers?

1 Q. Okay. So as Go Daddy's designated  
2 representative for topic number 5 in the Rule  
3 30(b)(6) deposition notice which is the domain name  
4 forwarding service to which Go Daddy refers in  
5 paragraph 29 of its amended answer, you don't know if  
6 Go Daddy could have performed the registration and  
7 maintenance of the domain names petronastower.net and  
8 petronastowers.net without providing that domain name  
9 forwarding service?

10 MR. LANSKY: Object to the form of the  
11 question.

12 THE WITNESS: Can you repeat?

13 BY MR. CLARK:

14 Q. So you understand that you're Go Daddy's  
15 designated representative for topic 5 in Petronas'  
16 Rule 30(b)(6) deposition notice, correct?

17 A. Yes.

18 Q. And topic number 5 is the domain name  
19 forwarding service to which Go Daddy refers in  
20 paragraph 29 of its amended answer dated June 20,  
21 2011, correct?

22 A. Yes.

23 Q. Do you know if Go Daddy would have been  
24 able to perform the registration and maintenance of  
25 the domain names Petronas Towers -- petronastower.net

1 and petronastowers.net without providing that domain  
2 name forwarding service?

3 MR. LANSKY: Object to the form.

4 THE WITNESS: I believe that's -- I  
5 believe that they could depending on what the  
6 customer requires or wants to do with the domain  
7 name.

8 BY MR. CLARK:

9 Q. So you believe that Go Daddy could have  
10 performed the registration and maintenance of the  
11 domain names Petronas Tower and petronastowers.net  
12 without providing its domain name forwarding service,  
13 correct?

14 MR. LANSKY: Object to the form.  
15 Misstates the entirety of her testimony and asked and  
16 answered.

17 THE WITNESS: If Petronas Towers domain  
18 names could have been pointed to another website by  
19 using the A record method, so I'm going to say yes.

20 BY MR. CLARK:

21 Q. Okay.

22 A. In other words, the same thing could have  
23 been accomplished using the A record method.

24 Q. Okay. So Go Daddy did not -- well, we've  
25 already covered that.

1 MR. LANSKY: Object to the form.

2 THE WITNESS: I don't know.

3 BY MR. CLARK:

4 Q. Do you know when Go Daddy first began  
5 providing domain name forwarding services for the  
6 domain name petronastower.net?

7 A. I don't recall.

8 Q. Do you know if Go Daddy provided domain  
9 name forwarding services for petronastower.net at the  
10 time it first became the registrar for that domain  
11 name?

12 A. I don't recall.

13 Q. If Go Daddy had not provided domain name  
14 forwarding services when it first became the  
15 registrar of petronastower.net, could it have  
16 performed the registration and maintenance of that  
17 domain name?

18 MR. LANSKY: Object to the form.

19 THE WITNESS: I believe so.

20 BY MR. CLARK:

21 Q. Is the same true for petronastowers.net?

22 MR. LANSKY: Object to the form.

23 THE WITNESS: I believe so.

24 MR. CLARK: I'm now going to have the  
25 court reporter mark as Anderson Exhibit 4 a document

1 Q. And in that box there it says, "Action  
2 taken. We received notification of pending court  
3 dispute. Lock name, set to status 10 and charged  
4 admin fee. Registrant should receive notice of the  
5 complaint from complainant's representative within  
6 the next few days." Do you see that?

7 A. Yes.

8 Q. Do you know if Go Daddy had any  
9 communication with the registrant of  
10 petronastower.net after it received the notification  
11 referred to in this document?

12 A. I don't know.

13 Q. Do you see to the left of this entry  
14 there's a name there. It's Christopher Patterson?

15 A. Yes.

16 Q. Who's Christopher Patterson?

17 A. He's disputes representative.

18 Q. Was he responsible for handling the  
19 dispute regarding petronastower.net?

20 A. He would have been the one that set it up  
21 when we received the claim -- or when we received the  
22 dispute, he would have set up the claim.

23 Q. Okay. Now, do you know if the registrant  
24 of the domain name petronastower.net ever disputed  
25 Petronas' allegations that it was committing

1 trademark infringement?

2 A. I don't know.

3 Q. Okay. Now, if you could turn to the page  
4 bearing Bates number GD-00298. And a little bit  
5 above, halfway down the page there's another entry.  
6 It says, "Domain services tracking." And sort of  
7 towards the bottom of that entry it says, "Action  
8 taken. Transferred domain per court order." Do you  
9 see that?

10 A. Yes.

11 Q. So what does that refer to?

12 A. If we receive a court order to implement  
13 a decision to or a temporary restraining order.  
14 Sometimes we'll be ordered to move a domain name to  
15 the control of the complaining party.

16 Q. Okay. Now, it says there in the next  
17 row, it says, "Canceling petronastower.net order ID  
18 one row ID one name space forwarding resource ID."  
19 Do you see that?

20 A. Yes.

21 Q. What does that refer to?

22 A. When the domain name was moved out of the  
23 account, the forwarding would have been automatically  
24 canceled.

25 Q. Okay. Now, after the domain name was

1           A.    We could not have canceled the domain  
2 names because we are subject to the UDRP.  So we  
3 would have had to have either an arbitration decision  
4 or a court order to transfer the domain names or  
5 cancel them.

6           Q.    Uh-huh.  But is there anything in the  
7 Universal Terms of Service agreement or any other  
8 agreement between Go Daddy and the registrant that  
9 would have prevented Go Daddy from suspending those  
10 domain names in response to the complaints from  
11 Petronas?

12           MR. LANSKY:  Object to the form.

13           THE WITNESS:  I don't -- I don't know.

14 BY MR. CLARK:

15           Q.    Is there anything in any of the  
16 agreements between Go Daddy and the registrant of the  
17 domain names petronastower.net and petronastowers.net  
18 that would have prevented it from stopping its domain  
19 name forwarding service for those domain names?

20           MR. LANSKY:  Object to the form.

21           THE WITNESS:  I don't know.

22 BY MR. CLARK:

23           Q.    Do you know if Go Daddy ever received any  
24 complaint or any communication from the registrant of  
25 those domain names when Go Daddy stopped providing

1 its domain name forwarding service?

2 A. I don't know.

3 Q. Okay.

4 (DEPOSITION EXHIBIT 13 WAS MARKED.)

5 BY MR. CLARK:

6 Q. I'm now handing the witness a document  
7 that has been marked as Exhibit 13, and it has  
8 production numbers PET GD000216 to 272. And can you  
9 tell me what Exhibit 13 is?

10 A. It appears to be the May 2001 version of  
11 the Registrar Accreditation Agreement.

12 Q. And do you know if this is the Registrar  
13 Accreditation Agreement that was in effect in 2010?

14 A. I don't know.

15 Q. Okay. Now, is there anything in this  
16 Registrar Accreditation Agreement that would have  
17 prevented Go Daddy from discontinuing its domain name  
18 forwarding service for the domain names Petronas  
19 Tower and petronastower.net?

20 A. I don't know.

21 Q. Do you know why Go Daddy did not  
22 discontinue its domain name forwarding service for  
23 the domain name petronastower.net after it received  
24 Petronas' notification of trademark infringement  
25 related to that domain name?

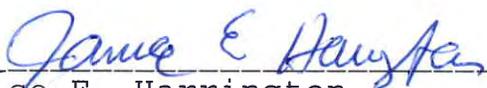
1 CERTIFICATE

2  
3 I, Janice E. Harrington, Certified Court  
4 Reporter for the State of Arizona, certify:

5 That the foregoing deposition was taken  
6 by me; that I am authorized to administer an oath;  
7 that the witness, before testifying, was duly sworn  
8 by me to testify to the whole truth; that the  
9 questions propounded by counsel and the answers of  
10 the witness were taken down by me in shorthand and  
11 thereafter reduced to print by computer-aided  
12 transcription under my direction; that deposition  
13 review and signature was requested; that the  
14 foregoing pages are a full, true, and accurate  
15 transcript of all proceedings and testimony had upon  
16 the taking of said deposition, all to the best of my  
17 skill and ability.

18 I FURTHER CERTIFY that I am in no way  
19 related to nor employed by any of the parties hereto  
20 nor am I in any way interested in the outcome hereof.

21 DATED this 25th day of October, 2011

22  
23   
24 Janice E. Harrington  
25 Certified Court Reporter No. 50844  
For the State of Arizona