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# Ex. 1

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

OPPAPP000001





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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 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 Q. Do you have any other information related  
2 to this entry on this page?

3 MR. LANSKY: Object to the form.

4 THE WITNESS: No.

5 BY MR. CLARK:

6 Q. Okay. Now, as part of its agreements  
7 with its registrant customers, is Go Daddy authorized  
8 to use the registrant's domain names for certain  
9 purposes?

10 MR. LANSKY: Object to the form. You can  
11 answer if you understand.

12 THE WITNESS: Can you be more specific?

13 BY MR. CLARK:

14 Q. Well, you know, pursuant to Go Daddy's  
15 agreements with its registrant customers, is Go Daddy  
16 allowed to, you know, to make changes to A records  
17 for particular domain name without getting the  
18 permission of the registrant?

19 A. If we had a court order or if there was  
20 an agreement.

21 Q. Okay. And was there a court order to set  
22 the A record for petronastowers.net to 000?

23 A. I don't know.

24 Q. Okay. So if you want, you can return to  
25 Exhibit 1 which is the deposition notice, and topic

1 number 14. Is it correct that you've been designated  
2 as Go Daddy's 30(b)(6) deponent for topic number 14?

3 A. I'm sorry, am I on the right one?

4 Q. It on page 8.

5 A. Yes.

6 Q. And topic number 14 is agreements  
7 covering the services Go Daddy provided with respect  
8 to the disputed domain names?

9 A. Yes.

10 Q. What agreements are there governing the  
11 services Go Daddy provided with respect to the  
12 disputed domain names?

13 A. The domain of the UDRP which is the  
14 domain dispute resolution policy.

15 Q. Any others?

16 A. With respect to disputed domains, that's  
17 it, I believe.

18 Q. Okay. And so what agreements govern the  
19 services Go Daddy provided with respect to the domain  
20 name petronastower.net and petronastowers.net?

21 A. Go Daddy's domain name registration  
22 agreement.

23 Q. Okay. Any others?

24 A. I believe that would be it.

25 Q. Okay. So Go Daddy had a domain name

1 registration agreement that governed the services it  
2 provided for the domain names Petronas Tower and  
3 petronastower.net?

4 MR. LANSKY: Object to the form.

5 THE WITNESS: Yes.

6 BY MR. CLARK:

7 Q. And that was the only agreement that  
8 you're aware of that governed the services Go Daddy  
9 provided?

10 MR. LANSKY: Objection; misstates  
11 testimony.

12 THE WITNESS: They would -- I believe  
13 since they transferred in, they would be subject to  
14 the transfer agreement.

15 (DEPOSITION EXHIBIT 11 WAS MARKED.)

16 BY MR. CLARK:

17 Q. Okay. I'm handing the witness a document  
18 that's been marked as Anderson 11. Take a look at  
19 that and tell me what that document is.

20 A. This is the Go Daddy Domain Name Transfer  
21 Agreement.

22 Q. Okay. And was this the Domain Name  
23 Transfer Agreement that was in effect at the time the  
24 domain names Petronas Tower and petronastower.net  
25 were transferred to Go Daddy?

1 A. I don't know.

2 Q. If you look in the third full paragraph,  
3 there's a reference there to Go Daddy or its  
4 licensor. Do you know what this document's referring  
5 to when it refers to the licensor?

6 A. I do not.

7 Q. If you wanted to find out whether or not  
8 this agreement was in effect at the time of the  
9 transfer of the domain names Petronas Tower and  
10 petronastower.net, how would you find that out?

11 A. I would contact our legal department.

12 Q. And you didn't contact them in preparing  
13 for this deposition on that issue?

14 MR. LANSKY: Object to the form and that  
15 implicates the attorney-client privilege so don't  
16 answer that one.

17 MR. CLARK: Okay. See my problem here is  
18 I just don't have enough paper.

19 MR. LANSKY: Or time. I just want to  
20 give you a heads-up, we're getting close to the start  
21 time of our next deposition.

22 MR. CLARK: What time is that?

23 MR. LANSKY: 11, but maybe they'll be a  
24 little flexible.

25 BY MR. CLARK:

1 Q. All right. So there's the Domain Name  
2 Transfer Agreement. What other agreements governed  
3 the services that Go Daddy provided with respect to  
4 the disputed domain names?

5 MR. LANSKY: Objection; asked and  
6 answered but go ahead.

7 THE WITNESS: I believe that the Domain  
8 Name Registration Agreement would have covered it as  
9 well and the Universal Terms of Service.

10 BY MR. CLARK:

11 Q. Okay. Universal Terms of Service.

12 (DEPOSITION EXHIBIT 12 WAS MARKED.)

13 BY MR. CLARK:

14 Q. I'm now handing the witness a document  
15 that has been marked Anderson Exhibit 12. Can you  
16 tell me what this document is?

17 A. This is the Go Daddy Universal Terms of  
18 Service.

19 Q. Now, could you turn to the page bearing  
20 document number GD-00490 and could you read the first  
21 sentence of the second full paragraph?

22 A. "You understand and agree that all  
23 content and materials contained in this agreement" --

24 Q. Sorry, in the wrong place. GD-00490.

25 MR. LANSKY: Up here.

1           THE WITNESS: Oh, I'm sorry. "Go Daddy  
2 reserves the right to terminate services if your  
3 usage of the services results and/or is subject of  
4 legal action or threatened legal action against Go  
5 Daddy or any of its affiliates or partners without  
6 consideration for whether such legal action or  
7 threatened legal action is eventually determined to  
8 be with or without merit."

9 BY MR. CLARK:

10           Q. Do you have any reason to believe that  
11 the Universal Terms of Service of Exhibit 11 was not  
12 in force and effect at the time Petronas complained  
13 about the domain names petronastower.net and  
14 petronastowers.net?

15           A. Can you repeat that please?

16           Q. I'm just asking, was this agreement -- is  
17 Exhibit 12 the version of the Universal Terms of  
18 Service that was in effect in 2010?

19           A. I don't know based on this.

20           Q. Okay. Now, is there anything in any of  
21 the agreements Go Daddy had with the registrant of  
22 the domain names Petronas Tower and  
23 petronastowers.net that would have prevented it from  
24 canceling or suspending those domain names in  
25 response to complaints it received from Petronas?

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 routing be changed, then there would be nothing that  
2 we could do without being directed to do so.

3 BY MR. CLARK:

4 Q. So it's your testimony that the Uniform  
5 Domain Name Dispute Resolution Policy prohibits -- or  
6 rather prohibited Go Daddy from discontinuing its  
7 domain name forwarding service for the domain names  
8 petronastower.net and petronastowers.net?

9 MR. LANSKY: Object to the form.

10 THE WITNESS: We can't make changes to a  
11 domain name without the direction of a court or an  
12 arbitration forum.

13 BY MR. CLARK:

14 Q. And you can't discontinue your domain  
15 name forwarding service without the direction of a  
16 court or an arbitration forum?

17 MR. LANSKY: Object to the form.

18 THE WITNESS: I don't know.

19 BY MR. CLARK:

20 Q. Do you know if the Uniform Domain Name  
21 Dispute Resolution policy governs Go Daddy's conduct  
22 with respect to its domain name forwarding service?

23 A. No.

24 MR. CLARK: Okay. So it sounds like  
25 there's another witness.