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 GoDaddy.com, Inc.  
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10 UNITED STATES DISTRICT COURT  
 11 NORTHERN DISTRICT OF CALIFORNIA

12	PETROLIAM NASIONAL BERHAD,	)	CASE NO: 09-CV-5939 PJH
13	Plaintiff,	)	
14	vs.	)	<b>ANSWER TO FIRST AMENDED</b>
15	GODADDY.COM, INC.,	)	<b>COMPLAINT</b>
16	Defendant.	)	<b>DEMAND FOR JURY TRIAL</b>
17		)	
18		)	

19 Defendant GoDaddy.com, Inc. (“Go Daddy”), by and through its attorneys, hereby  
 20 answers the First Amended Complaint (“Complaint”) of Plaintiff Petroliam Nasional Berhad  
 21 (“Petronas”) as follows:

22 **THE PARTIES**

23 1. Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
 24 in paragraph 1 of the Complaint and on that basis denies them.

25 2. Go Daddy admits the allegations as set forth in paragraph 2 of the Complaint.

26 **JURISDICTION AND VENUE**

27 3. Go Daddy admits that this action purportedly arises under the Lanham Act and that  
 28 the Court has subject matter jurisdiction over the claims asserted in the Complaint. Go Daddy

1 lacks sufficient knowledge to admit or deny the remaining allegations set forth in paragraph 3 of  
2 the Complaint and on that basis denies them.

3 4. Go Daddy denies the allegations as set forth in paragraph 4 of the Complaint.

4 5. Go Daddy denies the allegations as set forth in paragraph 5 of the Complaint.

5 **INTRADISTRICT ASSIGNMENT**

6 6. Go Daddy admits the allegations as set forth in paragraph 6 of the Complaint.

7 **FACTUAL ALLEGATIONS**

8 7. Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
9 in paragraph 7 of the Complaint and on that basis denies them.

10 8. Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
11 in paragraph 8 of the Complaint and on that basis denies them.

12 9. Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
13 in paragraph 9 of the Complaint and on that basis denies them.

14 10. Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
15 in paragraph 10 of the Complaint and on that basis denies them.

16 11. Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
17 in paragraph 11 of the Complaint and on that basis denies them.

18 12. Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
19 in paragraph 12 of the Complaint and on that basis denies them.

20 13. Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
21 in paragraph 13 of the Complaint and on that basis denies them.

22 14. Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
23 in paragraph 14 of the Complaint and on that basis denies them.

24 15. Go Daddy admits that according to the official website for the Internet Corporation  
25 for Assigned Names and Numbers (ICANN), ICANN is responsible for managing and  
26 coordinating the Domain Name System. Go Daddy denies the remaining allegations set forth in  
27 paragraph 15 of the Complaint.

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1           16.     Go Daddy admits that Verisign is the registry operator for “.com” and “.net”  
2 domain names. Go Daddy denies the remaining allegations set forth in paragraph 16 of the  
3 Complaint. The “Registry Agreement” speaks for itself.

4           17.     Go Daddy admits that Verisign maintains a database of registered “.net” domain  
5 names and any Internet Protocol addresses provided for issued “.net” domain names. Go Daddy  
6 denies the remaining allegations set forth in paragraph 17 of the Complaint.

7           18.     Go Daddy admits that Verisign receives information about domain name  
8 registrations from registrars, and that registrars enter into registration accreditation agreements  
9 with ICANN. Go Daddy denies the remaining allegations set forth in paragraph 18 of the  
10 Complaint. The agreements speak for themselves.

11          19.     Go Daddy admits that it has entered into a registrar accreditation agreement with  
12 ICANN. Go Daddy denies the remaining allegations set forth in paragraph 19 of the Complaint.

13          20.     Go Daddy admits that it has entered into a registrar accreditation agreement with  
14 ICANN. Go Daddy denies the remaining allegations set forth in paragraph 20 of the Complaint.  
15 The agreement speaks for itself.

16          21.     Go Daddy admits that it has entered into a registrar accreditation agreement with  
17 ICANN. Go Daddy denies the remaining allegations set forth in paragraph 21 of the Complaint.  
18 The agreement speaks for itself.

19          22.     Go Daddy admits that it has entered into a registrar accreditation agreement with  
20 ICANN. Go Daddy denies the remaining allegations set forth in paragraph 22 of the Complaint.  
21 The agreement speaks for itself.

22          23.     Go Daddy admits that it has entered into a registrar accreditation agreement with  
23 ICANN. Go Daddy denies the remaining allegations set forth in paragraph 23 of the Complaint.  
24 The agreement speaks for itself.

25          24.     Go Daddy admits that it has entered into a registrar accreditation agreement with  
26 ICANN. Go Daddy denies the remaining allegations set forth in paragraph 24 of the Complaint.  
27 The agreement speaks for itself.

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1           25.     Go Daddy admits that it has entered into a registrar accreditation agreement with  
2 ICANN. Go Daddy denies the remaining allegations set forth in paragraph 25 of the Complaint.  
3 The agreement speaks for itself.

4           26.     Go Daddy admits that it has entered into a registrar accreditation agreement with  
5 ICANN. Go Daddy denies the remaining allegations set forth in paragraph 26 of the Complaint.  
6 The agreement speaks for itself.

7           27.     Go Daddy denies the allegations set forth in paragraph 27 of the Complaint.

8           28.     Go Daddy admits that it offers a domain name hosting service. Go Daddy denies  
9 the remaining allegations set forth in paragraph 28 of the Complaint.

10          29.     Go Daddy admits that it offers a domain name forwarding service. Go Daddy  
11 denies the remaining allegations set forth in paragraph 29 of the Complaint.

12          30.     Go Daddy denies the allegations set forth in paragraph 30 of the Complaint.

13          31.     Go Daddy admits the allegations set forth in paragraph 31 of the Complaint.

14          32.     Go Daddy admits that it entered into a domain name registration agreement with  
15 the registrant of the <petronastower.net> and <petronastowers.net> domain names. Go Daddy  
16 denies the remaining allegations set forth in paragraph 32 of the Complaint.

17          33.     Go Daddy admits that ICANN has a registrar transfer dispute resolution policy. Go  
18 Daddy denies the remaining allegations set forth in paragraph 33 of the Complaint.

19          34.     Go Daddy admits that it has a trademark and/or copyright infringement policy. Go  
20 Daddy denies the remaining allegations set forth in paragraph 34 of the Complaint.

21          35.     Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
22 in paragraph 35 of the Complaint and on that basis denies them.

23          36.     Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
24 in paragraph 36 of the Complaint and on that basis denies them.

25          37.     Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
26 in paragraph 37 of the Complaint and on that basis denies them.

27          38.     Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
28 in paragraph 38 of the Complaint and on that basis denies them.

1           39.     Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
2 in paragraph 39 of the Complaint and on that basis denies them.

3           40.     Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
4 in paragraph 40 of the Complaint and on that basis denies them.

5           41.     Go Daddy admits that it was contacted on November 26, 2009 concerning the  
6 domain name <petronastower.net>. Go Daddy denies the remaining allegations set forth in  
7 paragraph 41 of the Complaint.

8           42.     Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
9 in paragraph 42 of the Complaint and on that basis denies them.

10          43.     Go Daddy admits the allegations set forth in paragraph 43 of the Complaint.

11          44.     Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
12 in paragraph 44 of the Complaint and on that basis denies them.

13          45.     Go Daddy admits that it was contacted on November 26, 2009 concerning the  
14 domain name <petronastower.net>. Go Daddy denies the remaining allegations set forth in  
15 paragraph 45 of the Complaint.

16          46.     Go Daddy admits that it sent an e-mail message concerning the domain name  
17 <petronastower.net> on or about December 1, 2009. Go Daddy denies the remaining allegations  
18 set forth in paragraph 46 of the Complaint.

19          47.     Go Daddy admits that it was contacted on December 14, 2009 concerning the  
20 domain name <petronastower.net>. Go Daddy denies the remaining allegations set forth in  
21 paragraph 47 of the Complaint.

22          48.     Go Daddy admits that it was contacted concerning the domain name  
23 <petronastower.net> on December 16, 2009. Go Daddy denies the remaining allegations set forth  
24 in paragraph 48 of the Complaint.

25          49.     Go Daddy admits that on December 16, 2009 it sent an e-mail message concerning  
26 the domain name <petronastower.net>. Go Daddy denies the remaining allegations set forth in  
27 paragraph 49 of the Complaint.

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1           60.    Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
2 in paragraph 60 of the Complaint and on that basis denies them.

3           61.    Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
4 in paragraph 61 of the Complaint and on that basis denies them.

5           62.    Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
6 in paragraph 62 of the Complaint and on that basis denies them.

7           63.    Go Daddy denies the allegations as set forth in paragraph 63 of the Complaint.

8           64.    Go Daddy denies the allegations as set forth in paragraph 64 of the Complaint.

9           65.    Go Daddy denies the allegations as set forth in paragraph 65 of the Complaint.

10          66.    Go Daddy denies the allegations as set forth in paragraph 66 of the Complaint

11          67.    Go Daddy denies the allegations as set forth in paragraph 67 of the Complaint.

12          68.    Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
13 in paragraph 68 of the Complaint and on that basis denies them.

14          69.    Go Daddy admits that it does not charge a fee for its domain name forwarding  
15 service. Go Daddy denies the remaining allegations set forth in paragraph 69 of the Complaint.

16          70.    Go Daddy admits that it charges registrants in general, and the registrant of the  
17 <petronastower.net> and <petronastowers.net> domain names in particular, a standard registration  
18 fee that does not relate in any way to any trademark rights of plaintiff or anyone else. Go Daddy  
19 denies the remaining allegations set forth in paragraph 70 of the Complaint.

20          71.    Go Daddy admits that every year hundreds of proceedings under the Uniform  
21 Domain Name Dispute Resolution Policy have been filed concerning the domain names that are  
22 registered with Go Daddy. Go Daddy denies the remaining allegations set forth in paragraph 71.

23          72.    Go Daddy denies the allegations set forth in paragraph 72 of the Complaint.

24          73.    Go Daddy denies the allegations set forth in paragraph 73 of the Complaint.

25          74.    Go Daddy denies the allegations set forth in paragraph 74 of the Complaint.

26          75.    Go Daddy denies the allegations set forth in paragraph 75 of the Complaint.

27          76.    Go Daddy denies the allegations set forth in paragraph 76 of the Complaint.

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1 **COUNT TWO**

2 **Contributory Liability for Cybersquatting**

3 77. Go Daddy incorporates by reference its responses to paragraphs 1 through 76,  
4 inclusive, as through fully set forth herein.

5 78. Go Daddy lacks sufficient knowledge to admit or deny the allegations as set forth  
6 in paragraph 78 of the Complaint and on that basis denies them.

7 79. Go Daddy denies the allegations set forth in paragraph 79 of the Complaint.

8 80. Go Daddy denies the allegations set forth in paragraph 80 of the Complaint.

9 81. Go Daddy denies the allegations set forth in paragraph 81 of the Complaint.

10 82. Go Daddy denies the allegations set forth in paragraph 82 of the Complaint.

11 83. Go Daddy denies the allegations set forth in paragraph 83 of the Complaint.

12 84. Go Daddy denies the allegations set forth in paragraph 84 of the Complaint.

13 85. Go Daddy denies the allegations set forth in paragraph 85 of the Complaint.

14 86. Go Daddy denies the allegations set forth in paragraph 86 of the Complaint.

15 87. Go Daddy denies the allegations set forth in paragraph 87 of the Complaint.

16 88. Go Daddy denies the allegations set forth in paragraph 88 of the Complaint.

17 89. Go Daddy denies the allegations set forth in paragraph 89 of the Complaint.

18 90. Go Daddy denies the allegations set forth in paragraph 90 of the Complaint.

19 91. Go Daddy denies the allegations set forth in paragraph 91 of the Complaint.

20 92. Go Daddy denies the allegations set forth in paragraph 92 of the Complaint.

21 93. Go Daddy admits that it does not claim ownership of the PETRONAS trademark.  
22 Go Daddy denies the remaining allegations set forth in paragraph 93 of the Complaint.

23 94. Go Daddy admits that its legal name is not incorporated in the <petronastower.net>  
24 or <petronastowers.net> domain names. Go Daddy denies the remaining allegations set forth in  
25 paragraph 94 of the Complaint.

26 95. Go Daddy denies the allegations set forth in paragraph 95 of the Complaint.

27 96. Go Daddy denies the allegations set forth in paragraph 96 of the Complaint.

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**COUNT THREE**

**Unfair Competition under California Bus. & Prof. Code § 17200  
and California Common Law**

97. Go Daddy incorporates by reference its responses to paragraphs 1 through 96, inclusive, as though fully set forth herein.

98. Go Daddy denies the allegations set forth in paragraph 98 of the Complaint.

99. Go Daddy denies the allegations set forth in paragraph 99 of the Complaint.

100. Go Daddy denies the allegations set forth in paragraph 100 of the Complaint.

101. Go Daddy denies the allegations set forth in paragraph 101 of the Complaint.

**AFFIRMATIVE AND OTHER DEFENSES**

Go Daddy alleges the following affirmative and other defenses, reserving the right to modify, amend, and/or expand upon these defenses as discovery proceeds.

**FIRST AFFIRMATIVE DEFENSE**

102. The Complaint, and each claim asserted within it, fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATION DEFENSE**

103. The Complaint is barred, in whole or in part, by the Lanham Act safe harbor for domain name registrars. 15 U.S.C. §1114.

**THIRD AFFIRMATIVE DEFENSE**

104. The Complaint is barred, in whole or in part, by the equitable doctrines of waiver, estoppel and laches.

**FOURTH AFFIRMATIVE DEFENSE**

105. The Complaint is barred, in whole or in part, by the doctrine of acquiescence.

**FIFTH AFFIRMATIVE DEFENSE**

106. The Complaint is barred, in whole or in part, by the statute of limitations.

**SIXTH AFFIRMATIVE DEFENSE**

107. The Complaint is barred, in whole or in part, by the defense of misrepresentation of material facts.

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**SEVENTH AFFIRMATIVE DEFENSE**

108. Plaintiff’s alleged trademark and alleged trademark registration are invalid, and therefore cannot support plaintiff’s claims.

**EIGHTH AFFIRMATIVE DEFENSE**

109. Plaintiff lacks standing to bring these claims.

**NINTH AFFIRMATIVE DEFENSE**

110. The Complaint is barred, in whole or in part, by the failure of Petronas to mitigate damages, if any.

**TENTH AFFIRMATIVE DEFENSE**

111. The Complaint is barred, in whole or in part, by the failure of Petronas to join an indispensable party as defendant in this action.

**PRAYER FOR RELIEF**

WHEREFORE, Go Daddy prays for judgment in its favor as follows:

- a. That the Court deny the Complaint in its entirety, with prejudice, and specifically deny each and every prayer for relief contained therein;
- b. That the Court award Go Daddy its reasonable costs, disbursements, and attorneys’ fees incurred in this action, to the extent permitted by law, including but not limited to 15 U.S.C. § 1117, 28 U.S.C. § 1927, and Fed. R. Civ. P. 11; and
- c. That the Court grant such other and further relief as the Court deems just and equitable.

Dated: May 19, 2011

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

By: /s/ John L. Slafsky

John L. Slafsky  
David E. Kramer  
Hollis Beth Hire

Attorneys for Defendant  
GoDaddy.com, Inc.

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**DEMAND FOR JURY TRIAL**

Defendant Go Daddy hereby demands a trial by jury of this action pursuant to Federal Rule of Civil Procedure 38 and Civil L.R. 3-6.

Dated: May 19, 2011

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

By: /s/ John L. Slafsky  
John L. Slafsky  
David E. Kramer  
Hollis Beth Hire

Attorneys for Defendant  
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